

<b>SOLICITATION, OFFER AND AWARD</b>		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFG 700)		RATING	PAGE 1 OF 149
2. CONTRACT NO.	3. SOLICITATION NO. NNA14502291R	4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)	5. DATE ISSUED 2/14/15	6. REQUISITION/PURCHASE NO. 4200502291	
7. ISSUED BY NASA Ames Research Center Acquisition Division Mail Stop 241-1 Moffett Field, CA 94035-0001		8. ADDRESS OFFER TO (If other than Item 7)			

NOTE: In sealed bid solicitations "offer" and "Offeror" mean "bid" and "bidder"

### SOLICITATION

9. Sealed offers as instructed **original and 7 copies** for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8 or, if hand carried, in the depository located in **Bldg. 243, Room 104** until **March 31, 2015, 1:00 PM local time**.  
CAUTION — LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1.  
All offers are subject to all terms and conditions contained in this solicitation.

10. FOR INFORMATION CALL:	A. NAME Naomi Castillo-Velasquez	B. TELEPHONE NO. (NO COLLECT CALLS) (650) 604-3421	C. EMAIL ADDRESS Naomi.Castillo-Velasquez@nasa.gov
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### OFFER (Must be fully completed by Offeror)

NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.

12. In compliance with the above, the undersigned agrees, if this offer is accepted within \_\_\_\_\_ calendar days (180 calendar days unless a different period is inserted by the Offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.232-8)	10 CALENDAR DAYS %	20 CALENDAR DAYS %	30 CALENDAR DAYS %	CALENDAR DAYS %
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14. ACKNOWLEDGMENT OF AMENDMENTS (The Offeror acknowledges receipt of amendments to the SOLICITATION for Offerors and related documents numbered and dated:	AMENDMENT NO.	DATE	AMENDMENT NO.	DATE

15A. NAME AND ADDRESS OF OFFEROR	CODE	FACILITY	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)
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15B. TELEPHONE NO. AREA CODE NUMBER EXT	<input type="checkbox"/> 15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE.	17. SIGNATURE	18. OFFER DATE
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### AWARD (To be completed by Government)

19. ACCEPTED AS TO ITEMS NUMBERED	20. AMOUNT	21. ACCOUNTING AND APPROPRIATION	
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input checked="" type="checkbox"/> 10 U.S.C. 2304(c) ( 5 ) <input type="checkbox"/> 41 U.S.C. 253(c) ( )		23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)	BLOCK 25
24. ADMINISTERED BY (If other than Item 7) NASA Ames Research Center Attn: Naomi Castillo-Velasquez Moffett Field, CA 94035-1000	CODE	25. PAYMENT WILL BE MADE BY NSSC – FMD Accounts Payable Bldg. 1111, C. Road Stennis Space Center, MS 39529 <a href="mailto:NSSC-AccountsPayable@nasa.gov">NSSC-AccountsPayable@nasa.gov</a>	CODE CFS:203-18
26. NAME OF CONTRACTING OFFICER (Type or print)	27. UNITED STATES OF AMERICA  (Signature of Contracting Officer)		28. AWARD DATE

IMPORTANT -- Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

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**SECTION B - SUPPLIES OR SERVICES AND PRICE/COSTS****B.1 SUPPLIES AND/OR SERVICES TO BE PROVIDED**

(a) This is a Single Award Cost-Plus-Fixed-Fee (CPFF) contract with Contract Line Items (CLINs) for Phase-In, Contract Management, and Indefinite Delivery/Indefinite Quantity (IDIQ) task orders. The Contractor shall provide all resources (except as may be expressly stated in the contract as furnished by the Government) necessary to furnish the items listed below in accordance with the Description/Specification/Work Statement in Section C.

Item No.	Description	SOW	Qty	Unit
<b>BASE PERIOD</b>				
01*	30-Day Phase-In Period as set forth in Section F, paragraph F.2(a) and in accordance with the Phase-In Plan	8.0	1	Job
01A*	Aeronautics and Exploration Mission Modeling and Simulation (AEMMS), Contract Management, Base Period as set forth in Section F, paragraph F.2(a)	4.1	1	Job
01B*	Aeronautics and Exploration Mission Modeling and Simulation (AEMMS), Indefinite Delivery/Indefinite Quantity (IDIQ) Requirement, Base Period as set forth in Section F, paragraph F.2(a)	4.2	TBD	Based on Task Order

\* Base Period – Only CLINs 01, Phase-In, and 01A, Contract Management, will be initiated at award. Line item 01B may begin shortly thereafter upon the award of IDIQ task orders.

**(b) OPTION PERIODS.**

If Option Periods are exercised pursuant to FAR 52.217-9, "OPTION TO EXTEND THE TERM OF THE CONTRACT," the Contractor shall provide all resources (except as may be expressly stated in this contract as furnished by the Government) necessary to furnish the items below in accordance with the Description/Specification/Work Statement in Section C.

<b>OPTION PERIOD ONE</b>				
02A	Aeronautics and Exploration Mission Modeling and Simulation (AEMMS), Contract Management, Option Period One as set forth in Section F, paragraph F.2(b)	4.1	1	Job
02B	Aeronautics and Exploration Mission Modeling and Simulation (AEMMS), Indefinite Delivery/Indefinite Quantity (IDIQ) Requirement, Option Period One as set forth in Section F, paragraph F.2(b)	4.2	TBD	Based on Task Order
<b>OPTION PERIOD TWO</b>				
03A	Aeronautics and Exploration Mission Modeling and Simulation (AEMMS), Contract Management, Option Period Two as set forth in Section F, paragraph F.2(c)	4.1	1	Job
03B	Aeronautics and Exploration Mission Modeling and Simulation (AEMMS), Indefinite Delivery/Indefinite Quantity (IDIQ) Requirement, Option Period Two as set forth in Section F, paragraph F.2(c)	4.2	TBD	Based on Task Order
<b>OPTION PERIOD THREE</b>				
04A	Aeronautics and Exploration Mission Modeling and Simulation (AEMMS), Contract Management, Option Period Three as set forth in Section F, paragraph F.2(d)	4.1	1	Job
04B	Aeronautics and Exploration Mission Modeling and Simulation (AEMMS), Indefinite Delivery/Indefinite Quantity (IDIQ) Requirement, Option Period Three as set forth in Section F, paragraph F.2(d)	4.2	TBD	Based on Task Order

(c) CLINs 01B, 02B, 03B, and 04B are Indefinite Delivery/Indefinite Quantity (IDIQ) CLINs, and CPFF task orders will be issued in accordance with Clause H.2, Task Ordering Procedures, by the Contracting Officer at the rates set forth in Section J, paragraph J.1 (a), Attachment 8, Cost Template Workbook.

(END OF CLAUSE)

## B.2 ESTIMATED COST AND FIXED FEE (NFS 1852.216-74)(DEC 1991)

- a) The estimated cost of CLIN 01 is \_\_\_\_\_ exclusive of the fixed fee of \_\_\_\_\_.  
The total estimated cost and fixed fee of CLIN 01 is \_\_\_\_\_.
- b) The estimated cost of CLIN 01A is \_\_\_\_\_ exclusive of the fixed fee of \_\_\_\_\_.  
The total estimated cost and fixed fee of CLIN 01A is \_\_\_\_\_.
- c) The estimated cost of CLIN 02A is \_\_\_\_\_ exclusive of the fixed fee of \_\_\_\_\_.  
The total estimated cost and fixed fee of CLIN 02A is \_\_\_\_\_.
- d) The estimated cost of CLIN 03A is \_\_\_\_\_ exclusive of the fixed fee of \_\_\_\_\_.  
The total estimated cost and fixed fee of CLIN 03A is \_\_\_\_\_.
- e) The estimated cost of CLIN 04A is \_\_\_\_\_ exclusive of the fixed fee of \_\_\_\_\_.  
The total estimated cost and fixed fee of CLIN 04A is \_\_\_\_\_.

CONTRACT VALUE SUMMARY- Phase-In & Contract Management	CLINs 01 & 01A Base Years 1 & 2	CLIN 02A Option One Year 3	CLIN 03A Option Two Year 4	CLIN 04A Option Three Year 5	TOTAL
Estimated Cost	\$ TBD	\$ TBD	\$ TBD	\$ TBD	\$ TBD
Fixed Fee	\$ TBD	\$ TBD	\$ TBD	\$ TBD	\$ TBD
Total Estimated Cost & Fee	\$ TBD	\$ TBD	\$ TBD	\$ TBD	\$ TBD

(END OF CLAUSE)

## B.3 CUMULATIVE VALUE FOR TASK ORDERS AND TASK ORDER CEILING COSTS

This clause identifies the negotiated task order values to be paid for acceptable performance of all services described in the issued task orders. This clause will be updated on a periodic basis to reflect the value of issued task orders. This clause represents the IDIQ Estimated Cost and Fixed Fee Ceiling.

The total contract value for CLINs 01B, 02B, 03B, and 04B is as follows:

CONTRACT VALUE SUMMARY- IDIQ	CLIN 01B Base Years 1 & 2	CLIN 02B Option One Year 3	CLIN 03B Option Two Year 4	CLIN 04B Option Three Year 5	TOTAL
Estimated Cost	\$ TBD	\$ TBD	\$ TBD	\$ TBD	\$ TBD
Fixed Fee	\$ TBD	\$ TBD	\$ TBD	\$ TBD	\$ TBD
Total Estimated Cost & Fee	\$ TBD	\$ TBD	\$ TBD	\$ TBD	\$ TBD

(END OF CLAUSE)

**B.4 CONTRACT FUNDING (NFS 1852.232-81) (JUNE 1990)**

(a) For purposes of payment of cost, exclusive of fee, in accordance with the Limitation of Funds clause, the total amount allotted by the Government to CLINs 01 & 01A is \$TBD and covers the following estimated period of performance: date of award through TBD.

(b) An additional amount of \$TBD is obligated under this contract for payment of fee.

<b>SUMMARY OF CONTRACT FUNDING Schedule 1 CLINs 01 &amp; 01A Phase-In and Contract Management</b>	<b>FROM</b>	<b>BY</b>	<b>TO</b>
Phase-In	\$TBD	\$TBD	\$TBD
Contract Management Cost	\$TBD	\$TBD	\$TBD
Contract Management Fixed Fee	\$TBD	\$TBD	\$TBD
Total Cost Plus Fixed Fee	\$TBD	\$TBD	\$TBD

(c) For purposes of payment of cost, exclusive of fee, in accordance with the Limitation of Funds clause, the total amount allotted by the Government to CLIN 01B is \$TBD and covers the following estimated period of performance: date of award through TBD.

(d) An additional amount of \$TBD is obligated under this contract for payment of fee.

<b>SUMMARY OF CONTRACT FUNDING Schedule 2 CLIN 01B IDIQ Requirements</b>	<b>FROM</b>	<b>BY</b>	<b>TO</b>
IDIQ Cost	\$TBD	\$TBD	\$TBD
IDIQ Fixed Fee	\$TBD	\$TBD	\$TBD
Total IDIQ Cost Plus Fixed Fee	\$TBD	\$TBD	\$TBD

Schedule 1 and Schedule 2 shall each operate independently for purposes of the Limitation of Cost and Limitation of Funds clauses of this Contract (incorporated in Section I).

<b>SUMMARY OF TOTAL CONTRACT FUNDING Schedules 1 &amp; 2</b>	<b>FROM</b>	<b>BY</b>	<b>TO</b>
Phase-In	\$TBD	\$TBD	\$TBD
Total Cost	\$TBD	\$TBD	\$TBD
Total Fixed Fee	\$TBD	\$TBD	\$TBD
Total Cost and Fixed Fee	\$TBD	\$TBD	\$TBD

(END OF CLAUSE)

**B.5 LIMITATIONS ON PERIOD OF PERFORMANCE REGARDING TASK ORDERS**

The period of performance for issuing task orders under this contract is for 2 years from the effective date of the contract. This contract also includes three 1-year option periods which, if exercised by the Government, would increase the period of performance for issuing task orders through the exercised option period(s). Each individual task order will include its own period of performance. Performance of orders placed within the contract ordering period may extend for up to one year past the end of the ordering period if the Contracting Officer determines that performance of the order cannot reasonably be deferred to any planned follow-on contract.

(END OF CLAUSE)

**B.6 MINIMUM/MAXIMUM AMOUNT OF SUPPLIES OR SERVICES (COST REIMBURSEMENT)**

(a) The minimum total amount of supplies or services that shall be ordered, collectively, under CLINS 01B, 02B, 03B, and 04B during the potential effective period of this contract is, in the aggregate, \$100,000.00 (Estimated Cost and Fixed Fee). The maximum total amount of supplies or services that may be ordered, collectively, under CLINS 01B, 02B, 03B, and 04B during the potential effective period of this contract is, in the aggregate, \$38,000,000.00 (Estimated Cost and Fixed Fee). The minimum and maximum specified in this paragraph apply only to orders placed under CLINS 01B, 02B, 03B, and 04B of this contract. Government orders for services in quantities specified above the minimum and below the maximum shall not constitute a basis for cost adjustments.

(b) The minimum total amount is satisfied when the aggregate sum of the dollar amounts of all ordered supplies or services under CLINS 01B, 02B, 03B, and 04B, collectively, except for any adjustments made pursuant to the Limitation of Cost or Limitation of Funds clause, equals or exceeds the minimum amount of \$100,000.00.

(c) The maximum total amount is reached when the aggregate sum of the dollar amounts of all ordered supplies or services under CLINS 01B, 02B, 03B, and 04B, collectively, except for any adjustments made pursuant to the Limitation of Cost or Limitation of Funds clause, equals the maximum amount of \$38,000,000.00.

(d) The maximum total amount, if reached, precludes the issuance of further orders for supplies or services under CLINS 01B, 02B, 03B, and 04B of this contract. However, reaching the maximum amount does not preclude adjustments to the dollar amounts of existing placed orders, for actions that are within the scope of the placed orders, and which are made pursuant to existing contract authority, such as the Changes clause.

(e) The maximum amount of \$38,000,000.00 may be adjusted unilaterally by the Government on an annual basis. Historic, current, and/or projected workload requirements will be used to determine the amount of upward adjustment. In no event will the adjusted maximum amount exceed 10% of the original maximum amount of \$38,000,000.00.

(END OF CLAUSE)

[END OF SECTION]



**SECTION C - DESCRIPTION/SPECIFICATION/WORK STATEMENT****C.1 SPECIFICATION/STATEMENT OF WORK**

The Contractor shall furnish all personnel, services, equipment, materials, and facilities necessary for, or incidental to, performance of the requirements set forth herein. Work shall be accomplished in accordance with the Statement of Work, entitled “**Aeronautics and Exploration Mission Modeling and Simulation (AEMMS)**,” which is incorporated in Section J, paragraph J.1(a) as Attachment 1.

(END OF CLAUSE)

[END OF SECTION]

**SECTION D - PACKAGING AND MARKING****D.1 CLAUSES INCORPORATED BY REFERENCE**

Clauses at the beginning of this Section are incorporated by reference, with the same force and effect as if they were given in full text. Clauses incorporated by reference which require a fill-in by the Government include the text of the affected paragraph(s) only. This does not limit the clause to the affected paragraph(s). The Contractor is responsible for understanding and complying with the entire clause. The full text of a clause can be located at the addresses contained in FAR 52.252-2, Clauses Incorporated by Reference (FEB 1998), in Section I.8 of this contract.

**I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)**

<u>CLAUSE NO.</u>	<u>DATE</u>	<u>TITLE</u>
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None included by reference

**II. NASA FAR SUPPLEMENT (48 CFR CHAPTER 18)**

<u>CLAUSE NO.</u>	<u>DATE</u>	<u>TITLE</u>
1852.211-70	SEP 2005	PACKAGING, HANDLING, AND TRANSPORTATION
1852.245-74	JAN 2011	IDENTIFICATION AND MARKETING OF GOVERNMENT EQUIPMENT

(END OF CLAUSE)

[END OF SECTION]

**SECTION E - INSPECTION AND ACCEPTANCE****E.1 CLAUSES INCORPORATED BY REFERENCE**

Clauses at the beginning of this Section are incorporated by reference, with the same force and effect as if they were given in full text. Clauses incorporated by reference which require a fill-in by the Government include the text of the affected paragraph(s) only. This does not limit the clause to the affected paragraph(s). The Contractor is responsible for understanding and complying with the entire clause. The full text of a clause can be located at the addresses contained in FAR 52.252-2, Clauses Incorporated by Reference (FEB 1998), in Section I.8 of this contract.

**I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)**

<u>CLAUSE NO.</u>	<u>DATE</u>	<u>TITLE</u>
52-246-3	MAY 2001	INSPECTION OF SUPPLIES – COST REIMBURSEMENT
52.246-5	APR 1984	INSPECTION OF SERVICES – COST REIMBURSEMENT
52.246-8	MAY 2001	INSPECTION OF RESEARCH AND DEVELOPMENT COST-REIMBURSEMENT

**II. NASA FAR SUPPLEMENT (48 CFR CHAPTER 18)**

<u>CLAUSE NO.</u>	<u>DATE</u>	<u>TITLE</u>
None included by reference		

(END OF CLAUSE)

**E.2 MATERIAL INSPECTION AND RECEIVING REPORT (NFS 1852.246-72) (AUG 2003)**

(a) At the time of each delivery to the Government under this contract, the Contractor shall furnish a Material Inspection and Receiving Report (DD Form 250 series) prepared in triplicate copies, an original and two (2) copies.

(b) The Contractor shall prepare the DD Form 250 in accordance with NASA FAR Supplement 1846.6. The Contractor shall enclose the copies of the DD Form 250 in the package or seal them in a waterproof envelope, which shall be securely attached to the exterior of the package in the most protected location.

(c) When more than one package is involved in a shipment, the Contractor shall list on the DD Form 250, as additional information, the quantity of packages and the package numbers. The Contractor shall forward the DD Form 250 with the lowest numbered package of the shipment and print the words "CONTAINS DD FORM 250" on the package.

(END OF CLAUSE)

[END OF SECTION]

**SECTION F - DELIVERIES OR PERFORMANCE****F.1 CLAUSES INCORPORATED BY REFERENCE**

Clauses at the beginning of this Section are incorporated by reference, with the same force and effect as if they were given in full text. Clauses incorporated by reference which require a fill-in by the Government include the text of the affected paragraph(s) only. This does not limit the clause to the affected paragraph(s). The Contractor is responsible for understanding and complying with the entire clause. The full text of a clause can be located at the addresses contained in FAR 52.252-2, Clauses Incorporated by Reference (FEB 1998), in Section I.8 of this contract.

**I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)**

<u>CLAUSE NO.</u>	<u>DATE</u>	<u>TITLE</u>
52.242-15	AUG 1989	STOP WORK ORDER (ALT I) (APR 1984)
52.242-17	APR 1984	GOVERNMENT DELAY OF WORK
52.247-34	NOV 1991	F.O.B. DESTINATION

**II. NASA FAR SUPPLEMENT (48 CFR CHAPTER 18)**

<u>CLAUSE NO.</u>	<u>DATE</u>	<u>TITLE</u>
None included by reference		

(END OF CLAUSE)

**F.2 PERIOD OF PERFORMANCE**

The performance period for this contract is set forth below. Each individual task order will include its own period of performance.

**(a) BASE PERIOD (30 day Phase-In Period and Base Requirement)**

The performance period of the Base Period shall be for twenty-four (24) months from the effective date of the contract. The 30 day Phase-in Period is included in the Base Period.

**(b) OPTION PERIOD ONE**

If exercised, the performance period of Option Period One shall be twelve (12) months from the end of the Base Period.

**(c) OPTION PERIOD TWO**

If exercised, the performance period of Option Period Two shall be twelve (12) months from the end of Option Period One.

**(d) OPTION PERIOD THREE**

If exercised, the performance period of Option Period Three shall be twelve (12) months from the end of Option Period Two.

(END OF CLAUSE)

**F.3 DELIVERY SCHEDULE**

(a) The Contractor shall deliver the supplies and services as required by this contract and the individual task orders.

(b) Unless specified otherwise, all items shall be delivered to:

NASA Ames Research Center  
Attn: Francisco Torres, Mail Stop 258-1  
Contract "TBD"  
Moffett Field, CA 94035-0001

(c) All reports and documentation shall be mailed in accordance with Paragraph F.4, Delivery of Reports.

(END OF CLAUSE)

**F.4 DELIVERY OF REPORTS**

Unless otherwise specified, all reports shall be addressed to the recipients listed in Section J, paragraph J.1(a) Attachment 2, "Contract Data Requirements List." Reports specific to task orders will be specified in the individual task order.

(END OF CLAUSE)

**F.5 PLACE OF PERFORMANCE - SERVICES**

The Contractor shall perform the work under this contract at NASA Ames Research Center, Moffett Field, CA 94035-0001, and at other locations as directed in writing by the Contracting Officer.

(END OF CLAUSE)

**F.6 NOTICE OF DELAY (ARC 52.249-90) (FEB 1997)**

If, because of technical difficulties, the Contractor becomes unable to complete the contract work at the time specified, notwithstanding the exercise of good faith and diligent efforts in performing the work called for under this contract, the Contractor shall give the Contracting Officer written notice of the anticipated delay and the reasons for it. The notice and reasons shall be delivered promptly after the condition creating the anticipated delay becomes known to the Contractor, but in no event less than 45 days before the completion date specified in this contract, unless otherwise permitted by the Contracting Officer. When notice is given, the Contracting Officer may extend the time specified in the Schedule for such period as is deemed advisable.

(END OF CLAUSE)

[END OF SECTION]

## SECTION G - CONTRACT ADMINISTRATION DATA

## G.1 CLAUSES INCORPORATED BY REFERENCE

Clauses at the beginning of this Section are incorporated by reference, with the same force and effect as if they were given in full text. Clauses incorporated by reference which require a fill-in by the Government include the text of the affected paragraph(s) only. This does not limit the clause to the affected paragraph(s). The Contractor is responsible for understanding and complying with the entire clause. The full text of a clause can be located at the addresses contained in FAR 52.252-2, Clauses Incorporated by Reference (FEB 1998), in Section I.8 of this contract.

## I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

<u>CLAUSE NO.</u>	<u>DATE</u>	<u>TITLE</u>
None included by reference		

## II. NASA FAR SUPPLEMENT (48 CFR CHAPTER 18)

<u>CLAUSE NO.</u>	<u>DATE</u>	<u>TITLE</u>
1852.216-75	DEC 1988	PAYMENT OF FIXED FEE
1852.223-71	DEC 1988	FREQUENCY AUTHORIZATION
1852.227-70	MAY 2002	NEW TECHNOLOGY
1852.227-71	APR 1984	REQUESTS FOR WAIVER OF RIGHTS TO INVENTIONS
1852.242-71	DEC 1988	TRAVEL OUTSIDE OF THE UNITED STATES
1852.242-73	NOV 2004	NASA CONTRACTOR FINANCIAL MANAGEMENT REPORTING
1852.245-70	JAN 2011	CONTRACTOR REQUESTS FOR GOVERNMENT-PROVIDED EQUIPMENT (ALT I) (JAN 2011)
1852.245-73	JAN 2011	FINANCIAL REPORTING OF NASA PROPERTY IN THE CUSTODY OF CONTRACTORS
1852.245-75	JAN 2011	PROPERTY MANAGEMENT CHANGES
1852.245-76	JAN 2011	LIST OF GOVERNMENT PROPERTY FURNISHED PURSUANT TO FAR 52.245-1 (1 <sup>st</sup> sentence insert: "See Section J.1(a)3, "Government Property List"; 2 <sup>nd</sup> sentence insert: "AMES Research Center, or as defined in each task order.")
1852.245-78	JAN 2011	PHYSICAL INVENTORY OF CAPITAL PERSONAL PROPERTY
1852.245-79	JAN 2011	RECORDS AND DISPOSITION REPORTS FOR GOVERNMENT PROPERTY WITH POTENTIAL HISTORIC OR SIGNIFICANT REAL VALUE
1852.245-81	JAN 2011	LIST OF AVAILABLE PROPERTY
1852.245-82	JAN 2011	OCCUPANCY MANAGEMENT REQUIREMENTS

(END OF CLAUSE)

## G.2 SUBMISSION OF VOUCHERS FOR PAYMENT (NFS 1852.216-87) (MAR 1998)

(a) The designated billing office for cost vouchers for purposes of the Prompt Payment clause of this contract is indicated below. Public vouchers for payment of costs shall include a reference to the number of this contract.

(b)(1) If the Contractor is authorized to submit interim cost vouchers directly to the NASA paying office, the original voucher should be submitted to:

Defense Logistics Agency Wide Area Workflow (WAWF)  
<https://wawf.eb.mil/>

(2) For any period that the Defense Contract Audit Agency has authorized the Contractor to submit interim cost vouchers directly to the Government paying office, interim vouchers are not required to be sent to the Auditor, and are considered to be provisionally approved for payment, subject to final audit.

(3) Copies of vouchers should be submitted as directed by the Contracting Officer.

(c) If the Contractor is not authorized to submit interim cost vouchers directly to the paying office as described in paragraph (b), the Contractor shall prepare and submit vouchers as follows:

(1) One original Standard Form (SF) 1034, SF 1035, or equivalent Contractor's attachment to:

Defense Logistics Agency Wide Area Workflow (WAWF)  
<https://wawf.eb.mil/>

(2) Five Copies of SF 1034, SF 1035A, or equivalent Contractor's attachment to the following offices by insertion in the memorandum block of their names and addresses:

- (i) Copy 1 NASA Contracting Officer  
NASA Ames Research Center  
ATTN: Naomi Castillo-Velasquez, M/S 241-1  
Bldg. 241, Rm. 234  
Moffett Field, CA 94035-0001
- (ii) Copy 2 Auditor  
Defense Contract Audit Agency  
(Address Completed at Time of Award)
- (iii) Copy 3 Contractor
- (iv) Copy 4 Contract Administration Office (if applicable), STAMPED "INFO COPY"
- (v) Copy 5 Project Management Office (if applicable), STAMPED "INFO COPY"

(3) The Contracting Officer may designate other recipients as required.

(d) Public vouchers for payment of fee shall be prepared similarly to the procedures in paragraphs (b) or (c) of this clause, whichever is applicable, and forwarded to:

NASA/Shared Services Center  
Financial Management Division (FMD), Accounts Payable  
Bldg. 1111, C Road  
Stennis Space Center, MS 39529-6000  
[NSSC-AccountsPayable@nasa.gov](mailto:NSSC-AccountsPayable@nasa.gov)

The fixed fee vouchers shall be prepared and submitted to the designated billing and payment office noted above in accordance with FAR 52.232-25, Prompt Payment. This is the designated billing office for fixed fee vouchers for purposes of the Prompt Payment clause of this contract.

Invoices shall include the Contractor's Taxpayer Identification Number (TIN). Electronic submission is preferred, via email [NSSC-AccountsPayable@nasa.gov](mailto:NSSC-AccountsPayable@nasa.gov) or fax 866-209-5415. A copy of the fee voucher shall be provided to the Contracting Officer.

(e) In the event that amounts are withheld from payment in accordance with provisions of this contract, a separate voucher for the amount withheld will be required before payment for that amount may be made.

(END OF CLAUSE)

### G.3 DESIGNATION OF NEW TECHNOLOGY REPRESENTATIVE AND PATENT REPRESENTATIVE (NFS 1852.227-72) (JUL 1997)

(a) For purposes of administration of the clause of this contract entitled "Patent Rights--Retention by the Contractor (Short Form)," the following named representatives are hereby designated by the Contracting Officer to administer such clause:

TITLE	OFFICE CODE	ADDRESS (INCLUDING ZIP CODE)
New Technology Representative	BT	NASA Ames Research Center Mail Stop 202A-3 Moffett Field, CA 94035-0001
Patent Representative	DL	NASA Ames Research Center Mail Stop 202A-4 Moffett Field, CA 94035-0001

(b) Reports of reportable items, and disclosure of subject inventions, interim reports, final reports, utilization reports, and other reports required by the clause, as well as any correspondence with respect to such matters, should be directed to the New Technology Representative unless transmitted in response to correspondence or request from the Patent Representative. Inquiries or requests regarding disposition of rights, election of rights, or related matters should be directed to the Patent Representative. This clause shall be included in any subcontract hereunder requiring a "New Technology" clause or "Patent Rights--Retention by the Contractor (Short Form)" clause, unless otherwise authorized or directed by the Contracting Officer. The respective responsibilities and authorities of the above-named representatives are set forth in 1827.305-370 of the NASA FAR Supplement.

(END OF CLAUSE)

### G.4 TECHNICAL DIRECTION (NFS 1852.242-70) (SEP 1993)

(a) Performance of the work under this contract is subject to the written technical direction of the Contracting Officer Representative (COR), who shall be specifically appointed by the Contracting Officer in writing in accordance with NASA FAR Supplement 1842.270. "Technical direction" means a directive to the Contractor that approves approaches, solutions, designs, or refinements; fills in details or otherwise completes the general description of work or documentation items; shifts emphasis among work areas or tasks; or furnishes similar instruction to the Contractor. Technical direction includes requiring studies and pursuit of certain lines of inquiry regarding matters within the general tasks and requirements in Section C of this contract.

(b) The COR does not have the authority to, and shall not, issue any instruction purporting to be technical direction that—

- (1) Constitutes an assignment of additional work outside the statement of work;
- (2) Constitutes a change as defined in the changes clause;
- (3) Constitutes a basis for any increase or decrease in the total estimated contract cost, the fixed fee (if any), or the time required for contract performance;
- (4) Changes any of the expressed terms, conditions, or specifications of the contract; or
- (5) Interferes with the Contractor's rights to perform the terms and conditions of the contract.

(c) All technical direction shall be issued in writing by the COR.

(d) The Contractor shall proceed promptly with the performance of technical direction duly issued by the COR in the manner prescribed by this clause and within the COR's authority. If, in the Contractor's opinion, any instruction or direction by the COR falls within any of the categories defined in paragraph (b) of this clause, the Contractor shall not proceed but shall notify the Contracting Officer in writing within 5 working days after receiving it and shall request the Contracting Officer to take action as described in this clause. Upon receiving this notification, the Contracting Officer



shall either issue an appropriate contract modification within a reasonable time or advise the Contractor in writing within 30 days that the instruction or direction is—

- (1) Rescinded in its entirety; or
- (2) Within the requirements of the contract and does not constitute a change under the changes clause of the contract, and that the Contractor should proceed promptly with its performance.

(e) A failure of the Contractor and Contracting Officer to agree that the instruction or direction is both within the requirements of the contract and does not constitute a change under the changes clause, or a failure to agree upon the contract action to be taken with respect to the instruction or direction, shall be subject to the Disputes clause of this contract.

(f) Any action(s) taken by the Contractor in response to any direction given by any person other than the Contracting Officer or the COR shall be at the Contractor's risk.

(END OF CLAUSE)

#### **G.5 INSTALLATION-ACCOUNTABLE GOVERNMENT PROPERTY (NFS 1852.245–71) (JAN 2011)**

(a) The Government property described in paragraph (c) of this clause may be made available to the Contractor on a no-charge basis for use in performance of this contract. This property shall be utilized only within the physical confines of the NASA installation that provided the property unless authorized by the Contracting Officer under (b)(1)(iv). Under this clause, the Government retains accountability for, and title to, the property, and the Contractor shall comply with the following:

- NASA Procedural Requirements (NPR) 4100.1, NASA Materials Inventory Management Manual;
- NASA Procedural Requirements (NPR) 4200.1, NASA Equipment Management Procedural Requirements;
- NASA Procedural Requirement (NPR) 4300.1, NASA Personal Property Disposal Procedural Requirements;
- Property not recorded in NASA property systems must be managed in accordance with the requirements of the clause at FAR 52.245–1, as incorporated in this contract.

The Contractor shall establish and adhere to a system of written procedures to assure continued, effective management control and compliance with these user responsibilities. In accordance with FAR 52.245-1(h)(1) the Contractor shall be liable for property lost, damaged, destroyed or stolen by the Contractor or their employees when determined responsible by a NASA Property Survey Board, in accordance with the NASA guidance in this clause.

(b)(1) The official accountable recordkeeping, financial control, and reporting of the property subject to this clause shall be retained by the Government and accomplished within NASA management information systems prescribed by the installation Supply and Equipment Management Officer (SEMO) and Financial Management Officer. If this contract provides for the Contractor to acquire property, title to which will vest in the Government, the following additional procedures apply:

(i) The Contractor's purchase order shall require the vendor to deliver the property to the installation central receiving area.

(ii) The Contractor shall furnish a copy of each purchase order, prior to delivery by the vendor, to the installation central receiving area.

(iii) The Contractor shall establish a record for Government titled property as required by FAR 52.245-1, as incorporated in this contract, and shall maintain that record until accountability is accepted by the Government.

(iv) Contractor use of Government property at an off-site location and off-site Subcontractor use requires advance approval of the Contracting Officer and notification of the Industrial Property Officer. The property

shall be considered Government furnished and the Contractor shall assume accountability and financial reporting responsibility. The Contractor shall establish records and property control procedures and maintain the property in accordance with the requirements of FAR 52.245-1, Government Property (as incorporated in this contract), until its return to the installation. NASA Procedural Requirements related to property loans shall not apply to offsite use of property by Contractors.

(2) After transfer of accountability to the Government, the Contractor shall continue to maintain such internal records as are necessary to execute the user responsibilities identified in paragraph (a) of this clause and document the acquisition, billing, and disposition of the property. These records and supporting documentation shall be made available, upon request, to the SEMO and any other authorized representatives of the Contracting Officer.

(c) The following property and services are provided if checked:

☒ (1) Office space, work area space, and utilities. Government telephones are available for official purposes only.

☒ (2) Office furniture.

☒ (3) Property listed in Section J.1(a), Attachment 3.

(i) If the Contractor acquires property, title to which vests in the Government pursuant to other provisions of this contract, this property also shall become accountable to the Government upon its entry into Government records.

(ii) The Contractor shall not bring to the installation for use under this contract any property owned or leased by the Contractor, or other property that the Contractor is accountable for under any other Government contract, without the Contracting Officer's prior written approval.

☒ (4) Supplies from stores stock.

☒ (5) Publications and blank forms stocked by the installation.

☒ (6) Safety and fire protection for Contractor personnel and facilities.

☒ (7) Installation service facilities: "Use of Motor Pool".

☒ (8) Medical treatment of a first-aid nature for Contractor personnel injuries or illnesses sustained during on-site duty.

☒ (9) Cafeteria privileges for Contractor employees during normal operating hours.

☒ (10) Building maintenance for facilities occupied by Contractor personnel.

☒ (11) Moving and hauling for office moves, movement of large equipment, and delivery of supplies. Moving services may be provided on-site, as approved by the Contracting Officer.

(END OF CLAUSE)

**G.6 LIST OF GOVERNMENT PROPERTY FURNISHED PURSUANT TO FAR 52.245-2  
(NFS 1852.245-77) (JAN 2011)**

For performance of work under this contract, the Government will make available Government property identified below or in Attachment J.1 (a) 3 of this contract on a no charge-for-use basis pursuant to FAR 52.245-2, Government Property Installation Operation Services, as incorporated in this contract.

The Contractor shall use this property in the performance of this contract at Ames Research Center and at other location(s) as may be approved by the Contracting Officer.

**"SEE ATTACHMENT J.1 (a) 3, Government-Furnished Equipment List"**

(END OF CLAUSE)

[END OF SECTION]

## SECTION H - SPECIAL CONTRACT REQUIREMENTS

## H.1 LISTING OF CLAUSES INCORPORATED BY REFERENCE (FAR 52.252-2) (FEB 1998)

Clauses at the beginning of this Section are incorporated by reference, with the same force and effect as if they were given in full text. Clauses incorporated by reference which require a fill-in by the Government include the text of the affected paragraph(s) only. This does not limit the clause to the affected paragraph(s). The Contractor is responsible for understanding and complying with the entire clause. The full text of a clause can be located at the addresses contained in FAR 52.252-2, Clauses Incorporated By Reference (FEB 1998), in Section I.8 of this contract.

## I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

<u>CLAUSE NO.</u>	<u>DATE</u>	<u>TITLE</u>
52.536-13	NOV 1991	ACCIDENT PREVENTION (ALT 1) (NOV 1991)

## II. NASA FAR SUPPLEMENT (48 CFR CHAPTER 18)

<u>CLAUSE NO.</u>	<u>DATE</u>	<u>TITLE</u>
1852.208-81	NOV 2004	RESTRICTIONS ON PRINTING AND DUPLICATION
1852.223-70	APR 2002	SAFETY AND HEALTH (Plan due 10 days after contract award. See Attachment J.1(a) 2, CDRL 05)
1852.223-75	FEB 2002	MAJOR BREACH OF SAFETY OR SECURITY
1852.225-70	FEB 2000	EXPORT LICENSES (Insert: NASA Ames Research Center)
1852.228-76	OCT 2012	CROSS-WAIVER OF LIABILITY FOR SPACE STATION ACTIVITIES
1852.235-73	DEC 2006	FINAL SCIENTIFIC AND TECHNICAL (ALT II) (DEC 2005)
1852.235-74	FEB 2003	ADDITIONAL REPORTS OF WORK -- RESEARCH AND DEVELOPMENT (paragraph (c) insert 0)
1852.242-72	AUG 1992	OBSERVANCE OF LEGAL HOLIDAYS (ALT I) (SEPT 1989) (ALT II) (OCT 2000)
1852.244-70	APR 1985	GEOGRAPHIC PARTICIPATION IN THE AEROSPACE PROGRAM (END OF CLAUSE)

## H.2 TASK ORDERING PROCEDURE (NFS 1852.216-80) (OCT 1996)

(a) Only the Contracting Officer may issue task orders to the Contractor, providing specific authorization or direction to perform work within the scope of the contract and as specified in the schedule. The Contractor may incur costs under this contract in performance of task orders and task order modifications issued in accordance with this clause. No other costs are authorized unless otherwise specified in the contract or expressly authorized by the Contracting Officer.

(b) Prior to issuing a task order, the Contracting Officer shall provide the Contractor with the following data:

- (1) A functional description of the work identifying the objectives or results desired from the contemplated task order.
- (2) Proposed performance standards to be used as criteria for determining whether the work requirements have been met.
- (3) A request for a task plan from the Contractor to include the technical approach, period of performance, appropriate cost information, and any other information required to determine the reasonableness of the Contractor's proposal.

(c) Within 10 calendar days after receipt of the Contracting Officer's request, the Contractor shall submit a task plan conforming to the request. For each task plan, the Contractor shall provide the representation set forth in 52.227-15, Representation of Limited Rights Data and Restricted Computer Software in accordance with the instructions set forth in Clause H.8.

(d) After review and any necessary discussions, the Contracting Officer may issue a task order to the Contractor containing, as a minimum, the following:

- (1) Date of the order.
- (2) Contract number and order number.
- (3) Functional description of the work identifying the objectives or results desired from the task order, including special instructions or other information necessary for performance of the task.
- (4) Performance standards, and where appropriate, quality assurance standards.
- (5) Maximum dollar amount authorized (cost and fee or price). This includes allocation of award fee among award fee periods, if applicable.
- (6) Any other resources (travel, materials, equipment, facilities, etc.) authorized.
- (7) Delivery/performance schedule including start and end dates.
- (8) If contract funding is by individual task order, accounting and appropriation data.

(e) The Contractor shall provide acknowledgment of receipt to the Contracting Officer within 5 calendar days after receipt of the task order.

(f) If time constraints do not permit issuance of a fully defined task order in accordance with the procedures described in paragraphs (a) through (d), a task order which includes a ceiling price may be issued.

(g) The Contracting Officer may amend tasks in the same manner in which they were issued.

(h) In the event of a conflict between the requirements of the task order and the Contractor's approved task plan, the task order shall prevail.

(END OF CLAUSE)

### H.3 KEY PERSONNEL AND FACILITIES (NFS 1852.235-71) (MAR 1989)

(a) The personnel and/or facilities listed below (or specified in the contract Schedule) are considered essential to the work being performed under this contract. Before removing, replacing, or diverting any of the listed or specified personnel or facilities, the Contractor shall (1) notify the Contracting Officer reasonably in advance and (2) submit justification (including proposed substitutions) in sufficient detail to permit evaluation of the impact on this contract.

(b) The Contractor shall make no diversion without the Contracting Officer's written consent; provided that the Contracting Officer may ratify in writing the proposed change, and that ratification shall constitute the Contracting Officer's consent required by this clause.

(c) The list of personnel and/or facilities (shown below or as specified in the contract Schedule) may, with the consent of the contracting parties, be amended from time to time during the course of the contract to add or delete personnel and/or facilities.

*[List here the personnel and/or facilities considered essential, unless they are specified in the contract Schedule.]*

#### Key Personnel (Name and Title)

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#### Facilities (Name and Address)

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(END OF CLAUSE)

**H.4 EMERGENCY PREPAREDNESS AND RESPONSE (ARC 52.223-90) (JAN 2012)**

- (a) Contractors shall comply with Ames Procedural Requirements (APR) 1601.4, "Emergency Operations Plan."
- (b) Contractors doing business with ARC are also employers in their own right and, as such, are responsible for protecting their employees, the environment, and property from the effects of hazardous events. Contractors shall develop and maintain appropriate emergency response and recovery plans, facility shutdown/startup plans, standard operations procedures, and checklists for emergency response to their facilities and operations. Contractors shall ensure training and certification of their employees as required to support their emergency response and recovery plan. Contractors shall participate in ARC drills and/or exercises to validate adequacy of emergency response and recovery plans and to ensure Contractor employees are trained on how to respond. During a disaster/emergency, the Contractor's Project Manager or other line supervisor shall be prepared to provide personnel accountability and facility status information to the designated NASA Facility Manager or Emergency Operations Center (EOC) Representative.
- (c) Many Contractor employees also serve as emergency response or mission essential resources with regards to performing certain emergency response and recovery functions associated with the overall NASA Ames Research Center and Agency response. As such, their emergency response or mission essential roles for the Center and Agency need to be identified prior to an emergency or disaster. These individuals must also be notified of their roles, trained in their roles and participate in any drills that serve to increase the Center's effectiveness in responding to and recovering from emergencies and disasters.
- (d) The Contractor's obligation may include resolution of unusual or emergency situations, pursuant to FAR Part 18, "Emergency Acquisitions." The Contractor may be required to assist NASA, within the general scope of work, but in currently unidentified ways, in preparation for, or in response to, emergencies. Obligations under this requirement shall only arise under prescribed circumstances that enable NASA to utilize "Emergency Acquisition Flexibilities," as defined at FAR 18.001. If the emergency preparedness and response requirements result in changes to the contract, all contract adjustments will be processed in accordance with the changes clause.

(END OF CLAUSE)

**H.5 DISASTER ASSISTANCE AND RESCUE TEAM (DART) PARTICIPATION (ARC 52.223-91) (JAN 2012)**

- (a) Contractor employees are eligible to participate in the Disaster Assistance and Rescue Team (DART) if approved in writing by the Contractor and appointed by the Government. If a Contractor approves of an employee's participation, the Contractor agrees to modify the employee's position description to include participation in DART, and to provide additional indemnification (e.g., worker's compensation insurance, general liability, etc.) as may be necessary to protect its employee and/or the Government while the employee is participating in the program.
- (b) DART Definition. This team is comprised of civil service, Contractor, Ames Associate, resident agent, and military personnel that work at Ames Research Center, the NASA Research Park, and Moffett Federal Airfield. The team composition includes, but is not limited to, scientists, engineers, wind tunnel mechanics, aircraft mechanics, facility maintenance personnel, computer specialists, industrial hygienists, safety professionals, heavy equipment operators, administrative personnel, managers, procurement officials, and data specialists. DART is an umbrella organization that has six functional groups. The groups are Search and Rescue, Damage and Utility Control, Structural Assessment, Emergency Communications, Medical, and Logistics. Typically, participation will involve approximately 5% of the employee's (full) time, except for initial training/orientation, which will involve approximately 10% of the employee's (full) time. The executive management at Ames Research Center strongly encourages Contractor participation on DART, which needs all of our support, as it has proven to be a valuable element of the Center's Emergency Preparedness Program.

(END OF CLAUSE)

**H.6 MANAGEMENT AND PROTECTION OF DATA (ARC 52.227-93) (JUL 1988)**

(a) In the performance of this contract it is anticipated that the Contractor may have access to, be furnished, use, or generate the following types of data (recorded information):

- (1) data submitted to the Government with limited rights or restricted rights notices;
- (2) data of third parties which the Government has agreed to handle under protective arrangements; and
- (3) data generated by or on behalf of the Government which the Government intends to control the use and dissemination thereof.

(b) In order to provide management appropriate for protecting the interests of the Government and other owners of such data, the Contractor agrees with respect to data in category (a)(1) above, and with respect to any data in categories (a)(2) and (a)(3) when so identified by the Contracting Officer, to:

- (1) use and disclose such data only to the extent necessary to perform the work required under this contract, with particular emphasis on restricting disclosure of the data to those persons who have a definite need for the data in order to perform under this contract;
- (2) not reproduce the data unless reproduction of the data is specifically permitted elsewhere in the contract or by the Contracting Officer;
- (3) refrain from disclosing the data to third parties without the written consent of the Contracting Officer; and
- (4) return or deliver the data including all copies thereof to the Contracting Officer or his designated recipient when requested by the Contracting Officer.

(END OF CLAUSE)

**H.7 HANDLING OF DATA (ARC 52.227-96) (JUN 1989)**

(a) Paragraph (d)(1) of the "Rights in Data--General" clause of this contract permits the Government to restrict the Contractor's right to use, release to others, reproduce, distribute, or publish any data first produced or specifically used by the Contractor in the performance of the contract provided such restriction is expressly set forth in the contract. Pursuant to this authority, the following restrictions shall apply to such data and shall be included, in substance, in all subcontracts:

(b) Data specifically used.

(1) In the performance of this contract, it is anticipated the Contractor may have access, or be furnished, data (including financial, administrative, cost or pricing, or management information as well as technical data or computer software) of third parties which the Government has agreed to handle under protective arrangements, as well as such Government data for which the Government intends to control the use and dissemination.

(2) In order to protect the interests of the Government and the owners of such data, the Contractor agrees, with respect to such third party or Government data that is either marked with a restrictive legend or specifically identified in this contract or in writing by the Contracting Officer as being subject to this clause, to use and disclose such data only to the extent necessary to perform the work required under this contract, preclude disclosure of such data outside the Contractor's organization, and return or dispose of such data as directed by the Contracting Officer when the data is no longer needed for contract performance.

(3) Notwithstanding (2) above, the Contractor shall not be restricted in the use and disclosure of any data that becomes generally available without breach of this clause by this Contractor, is known to or is developed by the Contractor independently of any disclosure of proprietary, restricted, or confidential data hereunder, or is rightfully received by the Contractor from a third party without restriction.

## (c) Data first produced.

Data first produced by the Contractor under this contract may include data for which the Government wants to control the use and dissemination. The Contracting Officer may require, or this contract may presently specify, that the Contractor apply restrictive legends to such identified data prior to delivery to the Government, or to third parties at the Government's direction, that restrict the use and disclosure of the data by any third party recipient. However, such restrictive legends shall in no way affect the Contractor's or the Government's rights to such data as provided in the "Rights in Data--General" clause of this contract.

(END OF CLAUSE)

**H.8 DATA RIGHTS AND SUBCONTRACTING (ARC 52.227-97) (MAY 2013)**

(a) Contractor shall make the representation of background data and software required by FAR 52.227-15 in accordance with the format as requested in paragraph (b)(3) or (c)(3) of this clause for any Data that it proposes to deliver as Limited Rights Data or Restricted Computer Software. This representation shall be provided for each task plan. On a case-by-case basis, where the Government accepts delivery of Data with such limitations, it will negotiate and insert the purposes, rights or limitations under which the Government can use such data into alternate clauses II and III of FAR 52.227-14.

(b) Identification and Delivery of Technical Data to be furnished with Restrictions on Use, Release, or Disclosure.

1. Except as provided in (b)2 below, when Contractor asserts restrictions on technical data, Contractor shall identify and furnish all restrictions on use, release or disclosure of such data in an attachment to this contract (the Attachment).

The Contractor shall not deliver any data with restrictive markings unless the data are listed on the Attachment and its delivery has been approved by the Contracting Officer.

2. In addition to the assertions made in the Attachment, other assertions may be identified after award when based on new information or inadvertent omissions unless the inadvertent omissions would have materially affected the source selection decision. Such identification and assertion shall be submitted to the Contracting Officer as soon as practicable prior to the scheduled date for delivery of the data, in the following format, and signed by an official authorized to contractually obligate the Contractor:
3. The Contractor shall use the following format to identify and assert restrictions on the Government's use, release, or disclosure of technical data: *Identification and Assertion of Restrictions on the Government's Use, Release, or Disclosure of Technical Data.*

*The Contractor asserts for itself, or the persons identified below, that the Government's rights to use, release, or disclose the following computer software should be restricted --*

<i>Technical Data</i>			<i>Name of Person</i>
<i>to be Furnished</i>	<i>Basis for</i>	<i>Asserted Rights</i>	<i>Asserting</i>
<i>With Restrictions*</i>	<i>Assertion**</i>	<i>Category***</i>	<i>Restrictions****</i>
<i>(LIST)</i>	<i>(LIST)</i>	<i>(LIST)</i>	<i>(LIST)</i>

*\*If the assertion is applicable to items, components, or processes developed at private expense, identify both the data and each such item, component, or process.*

*\*\*Generally, the development of an item, component, or process at private expense, either exclusively or partially, is the only basis for asserting restrictions on the Government's rights to use, release, or disclose technical data pertaining to such items, components, or processes. Indicate whether development was exclusively or partially at private expense. If development was not at private expense, enter the specific reason for asserting that the Government's rights should be restricted.*

\*\*\*Enter asserted rights category (e.g., government purpose license rights from a prior contract, rights in SBIR data generated under another contract, limited or government purpose rights under this or a prior contract, or specifically negotiated licenses).

\*\*\*\*Corporation, individual, or other person, as appropriate.

Date

Printed Name and Title

Signature

(End of identification and assertion)

4. When requested by the Contracting Officer, the Contractor shall provide sufficient information to enable the Contracting Officer to evaluate the Contractor's assertions. The Contracting Officer reserves the right to add the Contractor's assertions to the Attachment and validate any listed assertion, at a later date.

(c) Identification and Delivery of Computer Software and Computer Software Documentation to be furnished with Restrictions on Use, Release, or Disclosure.

1. Except as provided in (c)2 below, when Contractor asserts restrictions on computer software, Contractor shall identify and furnish all restrictions on use, release or disclosure of such software in an attachment to this contract (the Attachment).

The Contractor shall not deliver any software with restrictive markings unless the software is listed on the Attachment and its delivery has been approved by the Contracting Officer.

2. In addition to the assertions made in the Attachment, other assertions may be identified after award when based on new information or inadvertent omissions unless the inadvertent omissions would have materially affected the source selection decision. Such identification and assertion shall be submitted to the Contracting Officer as soon as practicable prior to the scheduled date for delivery of the software, in the following format, and signed by an official authorized to contractually obligate the Contractor:

3. The Contractor shall use the following format to identify and assert restrictions on the Government's use, release, or disclosure of computer software: *Identification and Assertion of Restrictions on the Government's Use, Release, or Disclosure of Computer Software.*

*The Contractor asserts for itself, or the persons identified below, that the Government's rights to use, release, or disclose the following computer software should be restricted:*

Computer Software			Name of Person
to be Furnished	Basis for	Asserted Rights	Asserting
With Restrictions*	Assertion**	Category***	Restrictions****
(LIST)	(LIST)	(LIST)	(LIST)

\*Generally, development at private expense, either exclusively or partially, is the only basis for asserting restrictions on the Government's rights to use, release, or disclose computer software.

\*\*Indicate whether development was exclusively or partially at private expense. If development was not at private expense, enter the specific reason for asserting that the Government's rights should be restricted.

\*\*\*Enter asserted rights category (e.g., restricted or government purpose rights in computer software, government purpose license rights from a prior contract, rights in SBIR software generated under another contract, or specifically negotiated licenses).

\*\*\*\*Corporation, individual, or other person, as appropriate.



Date \_\_\_\_\_

Printed Name and Title \_\_\_\_\_

Signature \_\_\_\_\_

(End of identification and assertion)

4. When requested by the Contracting Officer, the Contractor shall provide sufficient information to enable the Contracting Officer to evaluate the Contractor's assertions. The Contracting Officer reserves the right to add the Contractor's assertions to the Attachment and validate any listed assertion, at a later date.

(d) It is strongly recommended that the Contractor flow down the data rights provisions of this contract to lower tier Subcontractors to ensure that it can fulfill its data rights obligations to the Government. See Clause FAR 52.227-14(h), *Rights in Data—General*. The Contractor shall be held responsible to obtain rights for the Government where it fails to fulfill such obligations.

(e) Pursuant to Clause FAR 52.227-14(c)(2), the Contractor must obtain Contracting Officer approval before incorporating any data not first produced under the Contract into data delivered under the contract. Before delivering such data, the Contractor must identify it and grant the Government, or acquire on its behalf, the broad licenses required by subparagraph (c) of the *Rights in Data—General* clause.

(f) Contractor will receive a substantial amount of background Government software (identified in Attachment J.1(a) 4 entitled, Government Furnished Computer Software (GFCS) for use in performance of Contract work. The Government provides the GFCS in an "AS-IS" condition, making no warranty with respect to the serviceability and/or suitability of the GFCS for contract performance. Other than software identified in the Attachment that has been released in an open source manner, Contractor is hereby instructed that it shall use, handle and disclose such software in accordance with the requirements of Contract Clauses H.6, Management and Protection of Data, H.7, Handling of Data, and H.13, Organizational Conflicts of Interest.

(g) See Clause H.9, Data Rights—Special Works, for additional information related to data rights in Special Works.

(END OF CLAUSE)

## **H.9 DATA RIGHTS—SPECIAL WORKS (ARC) (JAN 2015)**

Except as specified below, the Government shall have a minimum of unlimited rights, as defined in FAR clause 52.227-14 (Rights in Data - General) as modified by NFS 1852.227-14, in all data, including computer software, first produced or delivered in performance of this Contract.

As Contract tasks involve the production or further development of program/project software that the Government intends to control and other software that the Government intends to release in an open source manner, the Contractor is hereby directed to assert copyright, or authorize assertion thereof, in special works Data and to assign, or obtain the assignment of, such copyright to the Government or its designated assignee in accordance with Clause 52.227-17 Rights in Data-Special Works, as modified by NFS 1852.227-17. The direction applies to software code developments and/or software improvements that the Government intends to release open source as well as to NASA program/project software developments/improvements. This direction also applies to: web site content, NASA presentations and other multimedia/audiovisual works, outreach materials, work processes, flowcharts and technical design drawings and related documentation produced under the Contract. The Government may specify additional special works in contract task orders. For purposes of defining the rights in computer software, computer software shall include source codes, object codes, executables, ancillary files, and any and all documentation related to any deliverables associated with this Contract.

(END OF CLAUSE)

**H.10 INFORMATION INCIDENTAL TO CONTRACT ADMINISTRATION (ARC 52.227-98) (OCT 2004)**

NASA shall have unlimited rights in information incidental to contract administration including administrative and management information created by the Contractor and specified for delivery to NASA in performance of the contract, expressly excluding financial information. Specifically, NASA shall have the right to release such administrative and management information to any third party to satisfy NASA's requirements.

(END OF CLAUSE)

**H. 11 CONTRACTOR PURCHASING (ARC 52.230-90) (JAN 2012) (ALT I) (JAN 2012)**

The contract (or task order) Statement of Work (SOW) describes the work to be performed. The Contractor may determine a need to procure supplies and services from outside vendors which are incidental to performing this SOW. These purchasing activities should promote competition to the maximum extent possible and promote best value purchases; however, these purchasing functions are limited to necessary and incidental items tied directly to contract performance. As such, the Contractor is prohibited from purchasing items for direct use by the Government as these items should be procured by the Government. The Contractor shall not perform purchasing functions or act in any other way as an agent for the Government. Examples of prohibited purchases that are typical for most support service contracts include the purchase, for Government use, of the following: office supplies, hardware, personal computers and other peripheral devices and related supplies, vehicles, personal and convenience items. Other examples of prohibited purchases include: pass-through purchases unrelated to the overall scope of the contract (i.e., non-contract related ODCs). The Contracting Officer at the time of negotiation will make a determination as to the appropriateness of the ODCs being proposed by the Contractor. The Contractor is required to notify the Contracting Officer of any requests by Government personnel to direct a specific procurement action to a specific source without appropriate justification and approval (see NFS 1806.303-170).

The Contractor shall not be entitled to payment or reimbursement for any purchase that is not incidental to the direct performance of the specific work they have agreed to perform under the Contract. Furthermore, the Contractor shall not be entitled to payment or reimbursement for any tasks or services performed, nor for any incidental or administrative expenses whatsoever not incurred in or incidental to direct performance of the contract SOW.

(END OF CLAUSE)

**H.12 SEVERANCE PAY (ARC 52.231-90) (OCT 2012)**

In conjunction with FAR 31.205-6(g), the severance pay cost shall not exceed 40 hours pay for each year of employment per eligible employee on the current contract, up to a maximum of 80 hours per eligible employee. In no event shall the Government reimburse the Contractor for severance cost for employees who voluntarily accept employment with a succeeding Contractor within ninety (90) days after completion of the current contract.

(END OF CLAUSE)

**H.13 ORGANIZATIONAL CONFLICTS OF INTEREST, AND LIMITATION ON FUTURE CONTRACTING (ARC) (2015)**

(a) The Contracting Officer has determined that this acquisition may give rise to a potential organizational conflict of interest. Accordingly, the attention of prospective Offerors is directed to FAR Subpart 9.5 - Organizational Conflicts of Interest.

(b) The nature of this potential conflict is:

In order to perform this contract and, thus, support NASA ARC requirements, the Contractor may be required to participate within the scope of the Statement of Work, either fully or in part, in requirements identification and specification drafting, statement of work development, benchmarking and other Government activities where defining scope of future requirements is necessary. Further, contract performance also may require access to Government Sensitive Data or third party proprietary data, including inventions. Access to such Data, production

of such Data by the Contractor, or participation in defining requirements for future competitions creates potential Organizational Conflicts of Interest. Finally, the performance of certain potential activities under this contract – including, but not limited to, proposal review, and review of engineering design, analysis and testing – could result in the impairment of the Contractor's objectivity if such activities affect entities with which the Contractor has a direct or indirect affiliation or competitive posture.

(c) To avoid, neutralize, or mitigate the potential organizational conflict of interest, the following restrictions upon future contracting shall apply:

(1) If the Contractor, under the terms of this Contract, or through the performance of tasks pursuant to this Contract, is required to develop specifications or statements of work that are to be incorporated into a solicitation, the Contractor shall be ineligible to perform the work described in that solicitation as a prime or first-tier subcontractor under an ensuing NASA Contract. This restriction shall remain in effect for a reasonable time, as agreed to by the Contracting Officer and the Contractor, sufficient to avoid unfair competitive advantage or potential bias (this time shall in no case be less than the duration of the initial production contract). NASA shall not unilaterally require the Contractor to prepare such specifications or statements of work under this Contract.

(2) The Contractor shall not, during the performance of the contract and for a period of three years following completion of performance thereof, participate in competitions, as either a prime proposer or a proposed subcontractor, based upon non-public data obtained by the Contractor because of its access to, and support of, its performance under this contract.

(d) If, in the performance of work under this Contract, the Contractor produces or has access to SBU information, Government Sensitive Data and/or third-party proprietary data, the Contractor shall protect such Data from unauthorized use or disclosure so long as it remains sensitive or proprietary. In addition, the Contractor shall not be permitted to use or divulge such Data other than in performance under this Contract, unless:

(1) It receives the explicit written permission of the owner of such Data and the Contracting Officer; or

(2) Such Data has been released or otherwise made available to the public by the Government or the owner of the third-party proprietary data. In addition, the Contractor agrees that to the extent it receives or is given access to such Data, information protected by the Privacy Act of 1974 (5 U.S.C. 552a), or other confidential or privileged technical, business, or financial information under this Contract, it shall treat all such Data and information in accordance with any use or dissemination restrictions imposed on such Data or information. Further, the Contractor shall not submit an unsolicited proposal to the Government which is based on such Data or information until one year after such Data or information is released or otherwise made available to the public; further, any unsolicited proposal submitted pursuant to this provision shall identify any relationship to work produced under this Contract and any proposed use of such Data or information.

(e) (1) If, in the performance of work under this Contract, the Contractor enters into a separate agreement with a company for the protection of SBU information, Government Sensitive Data or third-party proprietary data, the Contractor shall furnish a copy of that agreement to the Contracting Officer.

(2) The Contractor must educate its employees, through formal training, not to divulge SBU information, Government Sensitive Data or third-party proprietary data, trade secrets, confidential information, or restricted data of companies received in connection with the performance of work under this Contract. The Contractor shall incorporate into its organizational training and content of NASA Procedural Requirement (NPR) 1600.1A and NASA Interim Directive 1600.55 ([http://nodis.hq.nasa.gov/OPD\\_docs/NID\\_1600\\_55.pdf](http://nodis.hq.nasa.gov/OPD_docs/NID_1600_55.pdf)), contract-relevant SBU and Data designations and authorities, and the procedures for handling such information. The Contractor shall provide a copy of the training content and the plan for its implementation to the Contracting Officer for approval. The training plan shall include documentation of training completion by all employees.

(3) The Contractor shall obtain from all employees having access to SBU information, Government Sensitive Data or third-party proprietary data under this Contract a written agreement which shall prohibit those employees, during the term of their employment and thereafter, from disclosing to others or using for their own behalf, such Data received in connection with the performance of work under this Contract, and from retaining a copy of such Data after termination of their employment under this Contract.

(f) The term "Contractor" as used in this clause shall include:

(i) The corporate or other entity executing this Contract with the Government;

(ii) Such entity's parent, subsidiary, affiliate, or successor entities to the extent that the parent, subsidiary, affiliate, or successor entity has responsibility for the performance of work under this Contract; and

(iii) The Contractor's subcontractors that (A) support the Center, as delineated in the Statement of Work of this Contract; or (B) handle, receive, reduce, interpret, or transmit Data obtained, used, or produced in conjunction with the Center pursuant to this Contract.

(g) The term "Contract" as used in this clause shall include options, extensions, and any successor contracts performed or to be performed by the Contractor without any other contractor intervening.

(h) The term "Sensitive But Unclassified" (SBU) information as used in this clause, and defined in NPR 1600.1A and NASA Interim Directive 1600.55, means unclassified information or material determined to have special protection requirements to preclude unauthorized disclosure to avoid compromises; risks to facilities, projects, or programs; threat to security and/or safety of the source of information; or to meet access restrictions established by laws, directives, or regulations. This refers to recorded information so designated as well as any related verbal and electronic discussion.

(i) The term "Data" as used in this clause means recorded information, regardless of form or media on which it may be recorded. The term includes technical data and computer software. The term further includes SBU information, Government Sensitive Data or third-party proprietary data, trade secret information, data protected by the Privacy Act of 1974 (5 U.S.C. 552a) and other confidential or privileged technical, business or financial data.

(j) The term "Government Sensitive Data" as used in this clause means data for which the disclosure or use is controlled by U.S. Statute or implementing published federal regulations or NASA policy and, where so identified, includes data first produced by the Contractor.

(k) The Contractor's Organizational Conflicts of Interest Avoidance Plan is incorporated by reference, in full text, into this Contract (see J.1(a) Attachment 7). This Plan will address Organizational Conflicts of Interest at the contract level, including, but not limited to, how the Contractor will address and provide a methodology to resolve fully all potential issues of impaired objectivity. For each requirement performed, the Contractor shall review the requirement to ensure no additional Organizational Conflicts of Interest requirements exist and, if so, the Contractor shall inform the Contracting Officer immediately before performing the requirement. An additional Organizational Conflicts of Interest avoidance Plan may be required by the Contracting Officer to address potential conflicts of interest prior to authorization of those requirements. Similarly, each individual task order will state if additional Organizational Conflicts of Interest requirements exist and, if so, an additional Organizational Conflicts of Interest Avoidance Plan may be required by the Contracting Officer to address potential conflicts of interest prior to authorization of that task order.

**(l) The Contractor shall include paragraphs (a) through (k) of this clause in every subcontract.**

The Contractor shall be responsible for ensuring compliance with all of the provisions of this clause by each of its subcontractors.

(END OF CLAUSE)

#### **H.14 PATENT RIGHTS (ARC) (JAN 2015)**

The RFP includes the Patent Rights-Retention by the Contractor Clause (FAR 52.227-11), as modified by NFS 1852.227-11 and the New Technology Clause, NFS 1852.227-70. It is anticipated that the Contractor may have Contractor background inventions that could be applied to Contract research and incorporated into deliverables under the Contract. The Government may need rights to use such Contractor background inventions in order to practice technologies produced under this Contract in other Government contracts. Thus, Contracting Officer permission is required before Contractor background inventions may be included in Contract deliverables. To the extent a Contractor background invention has been federally funded, the Government will receive its government-purpose license rights to practice the background invention. Where there is no Federal funding of the background invention, the Contractor will identify to the Contracting Officer the rights that it proposes to

grant the Government to use such invention in other Government contracts. The Government shall receive a government-purpose license to practice any Contractor background invention where such Contracting Officer permission is not obtained prior to incorporating its background inventions into Contractor work.

(END OF CLAUSE)

#### **H.15 DEVELOPMENT AND USE OF OPEN SOURCE SOFTWARE (ARC) (JUN 2014)**

The Government may designate for certain tasks under this contract that software (including documentation) developed under specified contract tasks be released as "Open Source" (OS) software, as that term is defined by the Open Source Definition promulgated by the Open Source Initiative website (see <http://opensource.org/docs/osd>). This Open Source release shall be done in compliance with NASA Procedural Requirement (NPR) 2210.1C, Release of NASA Software. Accordingly, the Contractor shall be required to assign copyright in the developed software (including documentation) to the Government.

Where possible, the developed OS software shall be governed by the terms of the NASA Open Source Agreement (NOSA), which can be found at <http://opensource.arc.nasa.gov/page/nosa-software-agreement> or <http://opensource.org/licenses/nasa1.3.php>, or it may be released under a different NASA-approved OS license, such as Apache 2.0.

It is anticipated that the software developed under this contract may include enhancements (e.g., bug fixes and feature additions) to existing OS software currently covered by an external OS software license. Some OS licenses contain requirements important to consider during software development as such requirements may not be compatible with the terms of external OS licenses applicable to other portions of the software or with the NOSA. For example, such OS license may require that any further development/enhancement of the covered OS software be further transferred only under that particular OS software license (e.g., GNU General Public License (GPL)), making the external software license not compatible with the NOSA, Apache 2.0 or other external OS licenses. Prior to any development of software under this contract, any decision to incorporate OS software into software development under this contract where such OS software is governed by an incompatible OS software license (i.e., not compatible with the NOSA or other NASA-approved OS license) shall be made deliberately in consultation with the Government task manager. The task manager will consider the impact of the incompatibilities on software release and future programmatic goals. The Government task manager or Contracting Officer will consult with the NASA ARC Patent Counsel regarding questions related to OS license incompatibilities.

(END OF CLAUSE)

#### **H.16 NON-PERSONAL SERVICES (ARC) (MAY 2012)**

(a) As stated in the Office of Federal Procurement Policy Letter 92-1, dated September 23, 1992, Inherently Governmental Functions, no personal services shall be performed under this contract. No Contractor employee will be directly supervised by the Government. All individual employee assignments, and daily work direction, shall be given by the applicable employee supervisor. If the Contractor believes any Government action or communication has been given that would create a personal services relationship between the Government and any Contractor employee, the Contractor shall promptly notify the Contracting Officer of this communication or action.

(b) The Contractor shall not perform any inherently governmental actions under this contract. No Contractor employee shall hold him or herself out to be a Government employee, agent, or representative. No Contractor employee shall state orally or in writing at any time that he or she is acting on behalf of the Government. In all communications with third parties in connection with this contract, Contractor employees shall identify themselves as Contractor employees and specify the name of the company for which they work. In all communications with other Government Contractors in connection with this contract, the Contractor employee shall state that they have no authority to in any way change the contract and that if the other Contractor believes this communication to be a direction to change their contract, they should notify the Contracting Officer for that contract and not carry out the direction until a clarification has been issued by the Contracting Officer.

(c) The Contractor shall ensure that all of its employees working on this contract are informed of the substance of this clause. Nothing in this clause shall limit the Government's rights in any way under any other provision of the contract, including those related to the Government's right to inspect and accept the services to be performed under this contract. The substance of this clause shall be included in all subcontracts at any tier.

(END OF CLAUSE)

#### H.17 INCORPORATION OF THE CONTRACTOR'S PROPOSAL (ARC) (JAN 2015)

The Contractor's Mission Suitability and Cost proposals, including revision(s), submitted in response to the solicitation entitled "***Aeronautics and Exploration Mission Modeling and Simulation (AEMMS)***" are hereby incorporated into the contract by reference.

(END OF CLAUSE)

[END OF SECTION]

**PART II - CONTRACT CLAUSES****SECTION I - CONTRACT CLAUSES****I.1 LISTING OF CLAUSES INCORPORATED BY REFERENCE (FAR 52.252-2) (FEB 1998)**

Clauses at the beginning of this Section are incorporated by reference, with the same force and effect as if they were given in full text. Clauses incorporated by reference which require a fill-in by the Government include the text of the affected paragraph(s) only. This does not limit the clause to the affected paragraph(s). The Contractor is responsible for understanding and complying with the entire clause. The full text of a clause can be located at the addresses contained in FAR 52.252-2, Clauses Incorporated By Reference (FEB 1998), in Section I.8 of this contract.

**I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)**

<u>CLAUSE NO.</u>	<u>DATE</u>	<u>TITLE</u>
52.202-1	NOV 2013	DEFINITIONS
52.203-3	APR 1984	GRATUITIES
52.203-5	APR 1984	COVENANT AGAINST CONTINGENT FEES
52.203-6	SEP 2006	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT
52.203-7	OCT 2010	ANTI-KICKBACK PROCEDURES
52.203-8	JAN 1997	CANCELLATION, RESCISSION AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY
52.203-10	JAN 1997	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY
52.203-12	OCT 2010	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS
52.203-13	APR 2010	CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT
52.203-14	DEC 2007	DISPLAY OF HOTLINE POSTER(S)
52.204-2	AUG 1996	SECURITY REQUIREMENTS
52.204-4	MAY 2011	PRINTED OR COPIED DOUBLE-SIDED ON POSTCONSUMER FIBER CONTENT PAPER
52.204-7	JUL 2013	SYSTEM FOR AWARD MANAGEMENT
52.204-10	JUL 2013	REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS
52.209-6	AUG 2013	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT
52.209-9	JUL 2013	UPDATES OF PUBLICLY AVAILABLE INFORMATION REGARDING RESPONSIBILITY MATTERS
52.210-1	APR 2011	MARKET RESEARCH
52.211-15	APR 2008	DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS
52.215-2	OCT 2010	AUDIT AND RECORDS – NEGOTIATION, ALTERNATE I (MAR 2009)
52.215-8	OCT 1997	ORDER OF PRECEDENCE—UNIFORM CONTRACT FORMAT
52.215-10	AUG 2011	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA
52.215-11	AUG 2011	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA -- MODIFICATIONS
52.215-13	OCT 2010	SUBCONTRACTOR COST OR PRICING DATA – MODIFICATIONS
52.215-14	OCT 2010	INTEGRITY OF UNIT PRICES
52.215-15	OCT 2010	PENSION ADJUSTMENTS AND ASSET REVERSIONS

<u>CLAUSE NO.</u>	<u>DATE</u>	<u>TITLE</u>
52.215-17	OCT 1997	WAIVER OF FACILITIES CAPITAL COST OF MONEY
52.215-18	JUL 2005	REVERSION OR ADJUSTMENT OF PLANS FOR POSTRETIREMENT BENEFITS (PRB) OTHER THAN PENSIONS
52.215-19	OCT 1997	NOTIFICATION OF OWNERSHIP CHANGES
52.215-21	OCT 2010	REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA – MODIFICATIONS
52.215-23	OCT 2009	LIMITATIONS ON PASS-THROUGH CHARGES
52.216-7	JUN 2013	ALLOWABLE COST AND PAYMENT ( <i>Insert "30 DAYS" in paragraph (a)(3)</i> )
52.217-8	NOV 1999	OPTION TO EXTEND SERVICES ( <i>Insert "30 DAYS"</i> )
52.219-6	NOV 2011	NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE
52.219-8	JUL 2013	UTILIZATION OF SMALL BUSINESS CONCERNS
52.219-14	NOV 2011	LIMITATIONS ON SUBCONTRACTING
52.219-28	JUL 2013	POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATIONS
52.222-1	FEB 1997	NOTICE TO THE GOVERNMENT OF LABOR DISPUTES
52.222-2	JUL 1990	PAYMENT FOR OVERTIME PREMIUMS ( <i>Insert: "\$0" in paragraph (a)</i> )
52.222-3	JUN 2003	CONVICT LABOR
52.222-4	JUL 2005	CONTRACT WORK HOURS AND SAFETY STANDARDS ACT - OVERTIME COMPENSATION
52.222-21	FEB 1999	PROHIBITION OF SEGREGATED FACILITIES
52.222-26	MAR 2007	EQUAL OPPORTUNITY
52.222-37	JUL 2014	EMPLOYMENT REPORTS VETERANS
52.222-40	DEC 2010	NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT
52.222-50	FEB 2009	COMBATING TRAFFICKING IN PERSONS
52.222-54	AUG 2013	EMPLOYMENT ELIGIBILITY VERIFICATION
52.223-3	JAN 1997	HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA - ALT I (JUL 1995)
52.223-5	MAY 2011	POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION (ALT I) and (ALT II)(MAY 2011)
52.223-10	MAY 2011	WASTE REDUCTION PROGRAM
52.223-15	DEC 2007	ENERGY EFFICIENCY IN ENERGY-CONSUMING PRODUCTS
52.223-18	AUG 2011	ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING
52.223-19	MAY 2011	COMPLIANCE WITH ENVIRONMENTAL MANAGEMENT SYSTEMS
52.225-13	JUN 2008	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES
52.227-1	DEC 2007	AUTHORIZATION AND CONSENT (ALT I) (APR 1984)
52.227-2	DEC 2007	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT
52.227-11	DEC 2007	PATENT RIGHTS-OWNERSHIP BY THE CONTRACTOR (ALT II) (DEC 2007) (ALT V) (DEC 2007) (AS MODIFIED BY NFS 1852.227-11), <i>references in NFS: First, to add a second sub paragraph (5) should be to paragraph (e), not to (f); and, Second, to use a replacement subparagraph (2) should be to paragraph (k), not to (g).</i>



<u>CLAUSE NO.</u>	<u>DATE</u>	<u>TITLE</u>
52.227-14	DEC 2007	RIGHTS IN DATA – GENERAL (ALT II) (DEC 2007) (ALT III) (DEC 2007) (AS MODIFIED BY NFS 1852.227-14, RIGHTS IN DATA – GENERAL) <i>references in NFS to adding subparagraph (3) are hereby changed to correctly reflect adding subparagraph (4) in paragraph (d)</i> . For the Limited Rights Notice of Alt. II, the Government identifies the following additional uses: (i) Use (except for manufacture) by support service contractors. (ii) Evaluation by nongovernment evaluators. (iii) Use (except for manufacture) by other contractors participating in the Government's program of which the specific contract is a part. (iv) Emergency repair or overhaul work. (v) Release to a foreign government, or its instrumentalities, if required to serve the interests of the U.S. Government, for information or evaluation, or for emergency repair or overhaul work by the foreign government.
52.227-16	JUN 1987	ADDITIONAL DATA REQUIREMENTS
52.227-17	DEC 2007	RIGHTS IN DATA – SPECIAL WORKS (AS MODIFIED BY NFS 1852.227-17, RIGHTS IN DATA – SPECIAL WORKS)
52.227-23	JUN 1987	RIGHTS TO PROPOSAL DATA (TECHNICAL) <b><u>To Be Completed by Offeror:</u></b> <b>Page Numbers:</b> _____ <b>Proposal Date:</b> _____
52.228-7	MAR 1996	INSURANCE-LIABILITY TO THIRD PERSONS
52.230-6	JUN 2010	ADMINISTRATION OF COST ACCOUNTING STANDARDS
52.232-9	APR 1984	LIMITATION ON WITHHOLDING OF PAYMENTS
52.232-17	OCT 2010	INTEREST
52.232-18	APR 1984	AVAILABILITY OF FUNDS
52.232-20	APR 1984	LIMITATION OF COST
52.232-22	APR 1984	LIMITATION OF FUNDS
52.232-23	JAN 1986	ASSIGNMENT OF CLAIMS
52.232-25	JUL 2013	PROMPT PAYMENT (ALT I) (FEB 2002)
52.232-33	JUL 2013	PAYMENT BY ELECTRONIC FUNDS TRANSFER -- SYSTEM FOR AWARD MANAGEMENT
52.232-34	JULY 2013	PAYMENT BY ELECTRONIC FUNDS TRANSFER-OTHER THAN SYSTEM FOR AWARD MANAGEMENT
52.233-1	JUL 2002	DISPUTES (ALT I) (DEC 1991)
52.233-3	AUG 1996	PROTEST AFTER AWARD (ALT I) (JUN 1985)
52.233-4	OCT 2004	APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM
52.234-40	DEC 2013	PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS
52.237-2	APR 1984	PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION
52.237-3	JAN 1991	CONTINUITY OF SERVICES
52.239-1	AUG 1996	PRIVACY OR SECURITY SAFEGUARDS
52.242-1	APR 1984	NOTICE OF INTENT TO DISALLOW COSTS
52.242-3	MAY 2001	PENALTIES FOR UNALLOWABLE COSTS
52.242-4	JAN 1997	CERTIFICATION OF FINAL INDIRECT COSTS
52.242-13	JUL 1995	BANKRUPTCY
52.244-2	OCT 2010	SUBCONTRACTS ( <i>Insert: "TBD" in paragraphs (d) and (j)</i> )
52.244-5	DEC 1996	COMPETITION IN SUBCONTRACTING
52.244-6	JUL 2014	SUBCONTRACTS FOR COMMERCIAL ITEMS
52.245-1	APR 2012	GOVERNMENT PROPERTY

<u>CLAUSE NO.</u>	<u>DATE</u>	<u>TITLE</u>
52.245-9	APR 2012	USE AND CHARGES
52.246-25	FEB 1997	LIMITATION OF LIABILITY – SERVICES
52.247-1	FEB 2006	COMMERCIAL BILL OF LADING NOTATIONS
52.249-6	MAY 2004	TERMINATION (COST-REIMBURSEMENT)
52.249-14	APR 1984	EXCUSABLE DELAYS
52.251-1	APR 2012	GOVERNMENT SUPPLY SOURCES
52.253-1	JAN 1991	COMPUTER GENERATED FORM/S

## II. NASA FAR SUPPLEMENT (48 CFR CHAPTER 18)

<u>CLAUSE NO.</u>	<u>DATE</u>	<u>TITLE</u>
1852.203-70	JUN 2001	DISPLAY OF INSPECTOR GENERAL HOTLINE POSTERS
1852.204-76	JAN 2011	SECURITY REQUIREMENTS FOR UNCLASSIFIED INFORMATION TECHNOLOGY RESOURCES
1852.215-84	NOV 2011	OMBUSMAN AND (ALT 1) (JUN 2000)
1852.216-89	JUL 1997	ASSIGNMENT AND RELEASE FORMS
1852.219-74	SEP 1990	USE OF RURAL AREA SMALL BUSINESSES
1852.219-76	JUL 1997	NASA 8 PERCENT GOAL
1852.223-74	MAR 1996	DRUG- AND ALCOHOL-FREE WORKPLACE
1852.227-14		RIGHTS IN DATA-GENERAL
1852.227-86	DEC 1987	COMMERCIAL COMPUTER SOFTWARE—LICENSING
1852.228-75	OCT 1988	MINIMUM INSURANCE COVERAGE
1852.235-70	DEC 2006	CENTER FOR AEROSPACE INFORMATION
1852.237-70	DEC 1988	EMERGENCY EVACUATION PROCEDURES
1852.237-72	JUN 2005	ACCESS TO SENSITIVE INFORMATION
1852.237-73	JUN 2005	RELEASE OF SENSITIVE INFORMATION
1852.242-78	APR 2001	EMERGENCY MEDICAL SERVICES AND EVACUATION
1852.243-71	MAR 1997	SHARED SAVINGS

(END OF CLAUSE)

### I.2 PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (FAR 52.204-9) (JAN 2011)

(a) The Contractor shall comply with agency personal identity verification procedures identified in the contract that implement Homeland Security Presidential Directive-12 (HSPD-12), Office of Management and Budget (OMB) guidance M-05-24 and Federal Information Processing Standards Publication (FIPS PUB) Number 201.

(b) The Contractor shall account for all forms of Government-provided identification issued to the Contractor employees in connection with performance under this contract. The Contractor shall return such identification to the issuing agency at the earliest of any of the following, unless otherwise determined by the Government

- (1) When no longer needed for contract performance.
- (2) Upon completion of the Contractor employee's employment.
- (3) Upon contract completion or termination.

(c) The Contracting Officer may delay final payment under a contract if the Contractor fails to comply with these requirements.

(d) The Contractor shall insert the substance of this clause, including this paragraph (d), in all subcontracts when the subcontractor's employees are required to have routine physical access to a Federally-controlled facility and/or routine access to a Federally-controlled information system. It shall be the responsibility of the prime Contractor to return such identification to the issuing agency in accordance with the terms set forth in paragraph (b) of this section, unless otherwise approved in writing by the Contracting Officer.

(END OF CLAUSE)

**I.3 ORDERING (FAR 52.216-18) (OCT 1995)**

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from DATE OF CONTRACT AWARD through TWO YEARS FROM THE EFFECTIVE DATE OF THE CONTRACT.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(b) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

(END OF CLAUSE)

**I.4 ORDER LIMITATIONS (FAR 52.216-19) (OCT 1995)**

(a) *Minimum order.* When the Government requires supplies or services covered by this contract in an amount of less than \$100,000.00, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) *Maximum order.* The Contractor is not obligated to honor—

(1) Any order for a single item in excess of \$5 Million;

(2) Any order for a combination of items in excess of \$15 Million; or

(3) A series of orders from the same ordering office within 30 days that together call for quantities exceeding the limitation in paragraph (b)(1) or (2) of this section.

(c) If this is a requirements contract (*i.e.*, includes the Requirements clause at subsection [52.216-21](#) of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 5 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(END OF CLAUSE)

**I.5 INDEFINITE QUANTITY (FAR 52.216-22) (OCT 1995)**

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; *provided*, that the Contractor shall not be required to make any deliveries under this contract after ONE YEAR FROM THE END DATE OF THE CONTRACT.

(END OF CLAUSE)

#### **I.6 OPTION TO EXTEND THE TERM OF THE CONTRACT (FAR 52.217-9) (MAR 2000)**

(a) The Government may extend the term of this contract by written notice to the Contractor within 15 days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 30 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 5 years.

(END OF CLAUSE)

#### **I.7 EQUAL OPPORTUNITY FOR VETERANS (FAR 52.222-35) (JUL 2014)**

(a) Definitions. As used in this clause—

“Active duty wartime or campaign badge veteran,” “Armed Forces service medal veteran,” “disabled veteran,” “protected veteran,” “qualified disabled veteran,” and “recently separated veteran” have the meanings given at FAR 22.1301.

(b) Equal opportunity clause. The Contractor shall abide by the requirements of the equal opportunity clause at 41 CFR 60-300.5(a), as of March 24, 2014. This clause prohibits discrimination against qualified protected veterans, and requires affirmative action by the Contractor to employ and advance in employment qualified protected veterans.

(c) Subcontracts. The Contractor shall insert the terms of this clause in subcontracts of \$100,000 or more unless exempted by rules, regulations, or orders of the Secretary of Labor. The Contractor shall act as specified by the Director, Office of Federal Contract Compliance Programs, to enforce the terms, including action for noncompliance. Such necessary changes in language may be made as shall be appropriate to identify properly the parties and their undertakings.

(END OF CLAUSE)

#### **I.8 EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES (FAR 52.222-36) (JUL 2014)**

(a) Equal opportunity clause. The Contractor shall abide by the requirements of the equal opportunity clause at 41 CFR 60-741.5(a), as of March 24, 2014. This clause prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by the Contractor to employ and advance in employment qualified individuals with disabilities.

(b) Subcontracts. The Contractor shall include the terms of this clause in every subcontract or purchase order in excess of \$15,000 unless exempted by rules, regulations, or orders of the Secretary, so that such provisions will be binding upon each subcontractor or vendor. The Contractor shall act as specified by the Director, Office of Federal Contract Compliance Programs of the U.S. Department of Labor, to enforce the terms, including action for noncompliance. Such necessary changes in language may be made as shall be appropriate to identify properly the parties and their undertakings.

(END OF CLAUSE)

**I.9 GOVERNMENT PROPERTY INSTALLATION OPERATION SERVICES (FAR 52.245-2)  
(APR 2012)**

(a) This Government Property listed in paragraph (e) of this clause is furnished to the Contractor in an "as-is, where is" condition. The Government makes no warranty regarding the suitability for use of the Government property specified in this contract. The Contractor shall be afforded the opportunity to inspect the Government property as specified in the solicitation.

(b) The Government bears no responsibility for repair or replacement of any lost Government property. If any or all of the Government property is lost or becomes no longer usable, the Contractor shall be responsible for replacement of the property at Contractor expense. The Contractor shall have title to all replacement property and shall continue to be responsible for contract performance.

(c) Unless the Contracting Officer determines otherwise, the Government abandons all rights and title to unserviceable and scrap property resulting from contract performance. Upon notification to the Contracting Officer, the Contractor shall remove such property from the Government premises and dispose of it at Contractor expense.

(d) Except as provided in this clause, Government property furnished under this contract shall be governed by the Government Property clause of this contract.

(e) Government property provided under this clause:

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(END OF CLAUSE)

**I.10 CLAUSES INCORPORATED BY REFERENCE (FAR 52.252-2) (FEB 1998)**

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at these addresses:

FAR website: <http://acquisition.gov/far/index.html>

NFS website: <http://www.hq.nasa.gov/office/procurement/regs/nfstoc.htm>

(END OF CLAUSE)

**I.11 AUTHORIZED DEVIATIONS IN CLAUSES (FAR 52.252-6) (APR 1984)**

- (a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.
- (b) The use in this solicitation or contract of any NASA FAR Supplement (48 CFR CHAPTER 18) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(END OF CLAUSE)

**I.12 RESTRICTION ON FUNDING ACTIVITY WITH CHINA (NFS 1852.225-71) (FEB 2012)**

- (a) Definition - "China" or "Chinese-owned company" means the People's Republic of China, any company owned by the People's Republic of China or any company incorporated under the laws of the People's Republic of China.
- (b) Public Laws 112-10, Section 1340(a) and 112-55, Section 539, restrict NASA from contracting to participate, collaborate, coordinate bilaterally in any way with China or a Chinese-owned company using funds appropriated on or after April 25, 2011. Contracts for commercial and non-developmental items are exempted from the prohibition because they constitute purchase of goods or services that would not involve participation, collaboration, or coordination between the parties.
- (c) This contract may use restricted funding that was appropriated on or after April 25, 2011. The contractor shall not contract with China or Chinese-owned companies for any effort related to this contract except for acquisition of commercial and non-developmental items. If the contractor anticipates making an award to China or Chinese-owned companies, the contractor must contact the Contracting Officer to determine if funding on this contract can be used for that purpose.
- (d) Subcontracts - The contractor shall include the substance of this clause in all subcontracts made hereunder.

(END OF CLAUSE)

**I.13 SERVICE CONTRACT REPORTING REQUIREMENTS FOR INDEFINITE-DELIVERY CONTRACTS (FAR 52.204-15) (JAN 2014)**

- (a) Definition. First-tier subcontract means a subcontract awarded directly by the Contractor for the purpose of acquiring supplies or services (including construction) for performance of a prime contract. It does not include the Contractor's supplier agreements with vendors, such as long-term arrangements for materials or supplies that benefit multiple contracts and/or the costs of which are normally applied to a Contractor's general and administrative expenses or indirect costs.
- (b) The Contractor shall report, in accordance with paragraphs (c) and (d) of this clause, annually by October 31, for services performed during the preceding Government fiscal year (October 1 – September 30) under this contract for orders that exceed the thresholds established in 4.1703(a)(2).
- (c) The Contractor shall report the following information:
- (1) Contract number and order number.
  - (2) The total dollar amount invoiced for services performed during the previous Government fiscal year under the order.
  - (3) The number of Contractor direct labor hours expended on the services performed during the previous Government fiscal year.
  - (4) Data reported by subcontractors under paragraph (f) of this clause.

(d) The information required in paragraph (c) of this clause shall be submitted via the internet at [www.sam.gov](http://www.sam.gov) (See SAM User Guide). If the Contractor fails to submit the report in a timely manner, the Contracting Officer will exercise appropriate contractual remedies. In addition, the Contracting Officer will make the Contractor's failure to comply with the reporting requirements a part of the Contractor's performance information under FAR subpart 42.15.

(e) Agencies will review Contractor reported information for reasonableness and consistency with available contract information. In the event the agency believes that revisions to the Contractor reported information are warranted, the agency will notify the Contractor no later than November 15. By November 30, the Contractor shall revise the report, or document its rationale for the agency.

(f)(1) The Contractor shall require each first-tier subcontractor providing services under this contract, with subcontract(s) each valued at or above the thresholds set forth in 4.1703(a)(2), to provide the following detailed information to the Contractor in sufficient time to submit the report:

- (i) Subcontract number (including subcontractor name and DUNS number), and
- (ii) The number of first-tier subcontractor direct-labor hours expended on the services performed during the previous Government fiscal year.

(2) The Contractor shall advise the subcontractor that the information will be made available to the public as required by section 743 of Division C of the Consolidated Appropriations Act, 2010.

(END OF CLAUSE)

[END OF SECTION]

**PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS****SECTION J - LIST OF ATTACHMENTS****J.1 LIST OF DOCUMENTS, EXHIBITS, AND ATTACHMENTS (ARC 52.211-90) (FEB 1997)**

(a) The following documents, exhibits, and attachments are included in the solicitation and resulting contract. Representations and certifications completed by the contractor in response to this solicitation are incorporated by reference in the resulting contract at time of award.

<b>Attachment No.</b>	<b>Title</b>	<b>Date</b>	<b>No. of Pages</b>
1	Statement of Work	2/13/15	16
2	Contract Data Requirements List (CDRL)	2/13/15	16
3	Government-Furnished Equipment List	2/13/15	2
4	Government-Furnished Computer Software (GFCS)	2/13/15	2
5	Contractor's IT Security Plan*	TBD	TBD
6	Contractor's Safety and Health Plan*	TBD	TBD
7	Contractor's Organizational Conflicts of Interest Avoidance Plan*	TBD	TBD
8	Cost Template Workbook*	TBD	TBD

\*To be incorporated at time of award or by subsequent modification.

(b) The following documents, exhibits, and attachments with exception of Attachment 3 are included only in the solicitation.

<b>Attachment</b>	<b>Title</b>	<b>No. of Pages</b>
1	Estimated Staffing Matrix and Position Descriptions/Qualifications	2
2	Proposal Cover Sheet (JA 038) - Exhibit 1	1
3	Cost Template Workbook - Exhibits 2 - 18	20
4	Facility Capital Cost of Money Computation (Form CASB-CMF)	1
5	Contract Facilities Capital Cost of Money (DD Form 1861)	2
6	Reserved	
7	Reserved	
8	Cover Letter and Past Performance Questionnaire	6
9	Reserved	

(END OF CLAUSE)

[END OF SECTION]



**PART IV - REPRESENTATIONS AND INSTRUCTIONS****SECTION K - REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS****K.1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE**

The provision at the beginning of this Section is incorporated by reference, with the same force and effect as if it were given in full text. The Offeror is cautioned that the listed provision may include blocks that must be completed by the offeror and must be submitted with its quotation or offer. In lieu of submitting the full text of this provision, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. The Offeror is responsible for understanding and complying with the entire provision. The full text of the provision can be located at the addresses contained in FAR 52.252-1, Solicitation Provisions Incorporated By Reference, in Section L.4 of this contract.

**I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)**

<u>PROVISION NO.</u>	<u>DATE</u>	<u>TITLE</u>
52.225-25	DEC 2012	PROHIBITION ON CONTRACTING WITH ENTITIES ENGAGING IN SANCTIONED ACTIVITIES RELATING TO IRAN—REPRESENTATION AND CERTIFICATION
52.230-1	MAY 2012	COST ACCOUNTING STANDARDS NOTICES AND CERTIFICATION

**II. NASA FAR SUPPLEMENT (48 CFR CHAPTER 18)**

<u>PROVISION NO.</u>	<u>DATE</u>	<u>TITLE</u>
None included by Reference		
(END OF PROVISION)		

**K.2 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (FAR 52.204-8) (OCT 2014)**

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 541712.

(2) The small business size standard is 1,500 employees.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b)(1) If the provision at 52.204-7, System for Award Management, is included in this solicitation, paragraph (d) of this provision applies.

(2) If the provision at 52.204-7 is not included in this solicitation, and the Offeror is currently registered in the System for Award Management (SAM), and has completed the Representations and Certifications section of SAM electronically, the Offeror may choose to use paragraph (d) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The Offeror shall indicate which option applies by checking one of the following boxes:

☐ (i) Paragraph (d) applies.

☐ (ii) Paragraph (d) does not apply and the Offeror has completed the individual representations and certifications in the solicitation.

(c)(1) The following representations or certifications in SAM are applicable to this solicitation as indicated:

(i) 52.203-2, Certificate of Independent Price Determination. This provision applies to solicitations when a firm-fixed-price contract or fixed-price contract with economic price adjustment is contemplated, unless—

- (A) The acquisition is to be made under the simplified acquisition procedures in Part 13;
- (B) The solicitation is a request for technical proposals under two-step sealed bidding procedures; or
- (C) The solicitation is for utility services for which rates are set by law or regulation.

(ii) 52.203-11, Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions. This provision applies to solicitations expected to exceed \$150,000.

(iii) 52.204-3, Taxpayer Identification. This provision applies to solicitations that do not include the provision at 52.204-7, System for Award Management.

(iv) 52.204-5, Women-Owned Business (Other Than Small Business). This provision applies to solicitations that—

- (A) Are not set aside for small business concerns;
- (B) Exceed the simplified acquisition threshold; and
- (C) Are for contracts that will be performed in the United States or its outlying areas.

(v) 52.209-2, Prohibition on Contracting with Inverted Domestic Corporations—Representation. This provision applies to solicitations using funds appropriated in fiscal years 2008, 2009, 2010, or 2012.

(vi) 52.209-5, Certification Regarding Responsibility Matters. This provision applies to solicitations where the contract value is expected to exceed the simplified acquisition threshold.

(vii) 52.214-14, Place of Performance—Sealed Bidding. This provision applies to invitations for bids except those in which the place of performance is specified by the Government.

(viii) 52.215-6, Place of Performance. This provision applies to solicitations unless the place of performance is specified by the Government.

(ix) 52.219-1, Small Business Program Representations (Basic & Alternate I). This provision applies to solicitations when the contract will be performed in the United States or its outlying areas.

- (A) The basic provision applies when the solicitations are issued by other than DoD, NASA, and the Coast Guard.
- (B) The provision with its Alternate I applies to solicitations issued by DoD, NASA, or the Coast Guard.

(x) 52.219-2, Equal Low Bids. This provision applies to solicitations when contracting by sealed bidding and the contract will be performed in the United States or its outlying areas.

(xi) 52.222-22, Previous Contracts and Compliance Reports. This provision applies to solicitations that include the clause at 52.222-26, Equal Opportunity.

(xii) 52.222-25, Affirmative Action Compliance. This provision applies to solicitations, other than those for construction, when the solicitation includes the clause at 52.222-26, Equal Opportunity.

(xiii) 52.222-38, Compliance with Veterans' Employment Reporting Requirements. This provision applies to solicitations when it is anticipated the contract award will exceed the simplified acquisition threshold and the contract is not for acquisition of commercial items.

(xiv) 52.223-1, Biobased Product Certification. This provision applies to solicitations that require the delivery or specify the use of USDA-designated items; or include the clause at 52.223-2, Affirmative Procurement of Biobased Products Under Service and Construction Contracts.

(xv) 52.223-4, Recovered Material Certification. This provision applies to solicitations that are for, or specify the use of, EPA-designated items.

(xvi) 52.225-2, Buy American Certificate. This provision applies to solicitations containing the clause at 52.225-1.

(xvii) 52.225-4, Buy American—Free Trade Agreements—Israeli Trade Act Certificate. (Basic, Alternates I, II, and III.) This provision applies to solicitations containing the clause at 52.225-3.

(A) If the acquisition value is less than \$25,000, the basic provision applies.

(B) If the acquisition value is \$25,000 or more but is less than \$50,000, the provision with its Alternate I applies.

(C) If the acquisition value is \$50,000 or more but is less than \$79,507, the provision with its Alternate II applies.

(D) If the acquisition value is \$79,507 or more but is less than \$100,000, the provision with its Alternate III applies.

(xviii) 52.225-6, Trade Agreements Certificate. This provision applies to solicitations containing the clause at 52.225-5.

(xix) 52.225-20, Prohibition on Conducting Restricted Business Operations in Sudan—Certification. This provision applies to all solicitations.

(xx) 52.225-25, Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran-Representation and Certifications. This provision applies to all solicitations.

(xxi) 52.226-2, Historically Black College or University and Minority Institution Representation. This provision applies to solicitations for research, studies, supplies, or services of the type normally acquired from higher educational institutions.

(2) The following certifications are applicable as indicated by the Contracting Officer:

[Contracting Officer check as appropriate.]

- ☐ (i) 52.222-18, Certification Regarding Knowledge of Child Labor for Listed End Products.
- ☐ (ii) 52.222-48, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment- Certification.
- ☐ (iii) 52.222-52, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Certification.
- ☐ (iv) 52.223-9, with its Alternate I, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (Alternate I only).

☐ (v) 52.227-6, Royalty Information.

☐ (A) Basic.

☐ (B) Alternate I.

☐ (vi) 52.227-15, Representation of Limited Rights Data and Restricted Computer Software.

(d) The Offeror has completed the annual representations and certifications electronically via the SAM website accessed through <https://www.acquisition.gov>. After reviewing the SAM database information, the Offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this solicitation as indicated in paragraph (c) of this provision have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below [Offeror to insert changes, identifying change by clause number, title, date]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR Clause #	Title	Date	Change
_____	_____	_____	_____

Any changes provided by the Offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on SAM.

(END OF PROVISION)

### K.3 CERTIFICATION REGARDING RESPONSIBILITY MATTERS (FAR 52.209-5) (APR 2010)

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that—

(i) The Offeror and/or any of its Principals—

(A) Are ☐ are not ☐ presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have ☐ have not ☐, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) contract or subcontract; violation of Federal or State antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property (if Offeror checks “have”, the Offeror shall also see [52.209-7](#), if included in this solicitation);

(C) Are ☐ are not ☐ presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision;

(D) Have ☐, have not ☐, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,000 for which the liability remains unsatisfied.

(1) Federal taxes are considered delinquent if both of the following criteria apply:

(i) The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(ii) *The taxpayer is delinquent in making payment.* A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(2) *Examples.*

(i) The taxpayer has received a statutory notice of deficiency, under I.R.C. § 6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(ii) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. § 6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(iii) The taxpayer has entered into an installment agreement pursuant to I.R.C. § 6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(iv) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. 362 (the Bankruptcy Code).

(ii) The Offeror has ☐, has not ☐, within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principal," for the purposes of this certification, means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a division or business segment; and similar positions).

This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

(END OF PROVISION)

**K.4 INFORMATION REGARDING RESPONSIBILITY MATTERS (FAR 52.209-7) (JUL 2013)**

(a) *Definitions.* As used in this provision—"Administrative proceeding" means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative Proceedings, Civilian Board of Contract Appeals Proceedings, and Armed Services Board of Contract Appeals Proceedings). This includes administrative proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include agency actions such as contract audits, site visits, corrective plans, or inspection of deliverables.

"Federal contracts and grants with total value greater than \$10,000,000" means—

- (1) The total value of all current, active contracts and grants, including all priced options; and
- (2) The total value of all current, active orders including all priced options under indefinite-delivery, indefinite-quantity, 8(a), or requirements contracts (including task and delivery and multiple-award Schedules).

"Principal" means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a division or business segment; and similar positions).

(b) The Offeror ☐ has ☐ does not have current active Federal contracts and grants with total value greater than \$10,000,000.

(c) If the Offeror checked "has" in paragraph (b) of this provision, the Offeror represents, by submission of this offer, that the information it has entered in the Federal Awardee Performance and Integrity Information System (FAPIS) is current, accurate, and complete as of the date of submission of this offer with regard to the following information:

(1) Whether the Offeror, and/or any of its principals, has or has not, within the last five years, in connection with the award to or performance by the Offeror of a Federal contract or grant, been the subject of a proceeding, at the Federal or State level that resulted in any of the following dispositions:

(i) In a criminal proceeding, a conviction.

(ii) In a civil proceeding, a finding of fault and liability that results in the payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more.

(iii) In an administrative proceeding, a finding of fault and liability that results in—

(A) The payment of a monetary fine or penalty of \$5,000 or more; or

(B) The payment of a reimbursement, restitution, or damages in excess of \$100,000.

(iv) In a criminal, civil, or administrative proceeding, a disposition of the matter by consent or compromise with an acknowledgment of fault by the Contractor if the proceeding could have led to any of the outcomes specified in paragraphs (c)(1)(i), (c)(1)(ii), or (c)(1)(iii) of this provision.

(2) If the Offeror has been involved in the last five years in any of the occurrences listed in (c)(1) of this provision, whether the Offeror has provided the requested information with regard to each occurrence.

(d) The Offeror shall post the information in paragraphs (c)(1)(i) through (c)(1)(iv) of this provision in FAPIS as required through maintaining an active registration in the System for Award Management database via <https://www.acquisition.gov> (see [52.204-7](#)).

(END OF PROVISION)

**K.5 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FAR 52.222-22) (FEB 1999)**

The Offeror represents that—

- (a) It ☐ has, ☐ has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation;
- (b) It ☐ has, ☐ has not filed all required compliance reports; and
- (c) Representations indicating submission of required compliance reports, signed by proposed Subcontractors, will be obtained before subcontract awards.

(END OF PROVISION)

**K.6 AFFIRMATIVE ACTION COMPLIANCE (FAR 52.222-25) (APR 1984)**

The Offeror represents that—

- (a) It ☐ has developed and has on file, ☐ has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2); or
- (b) It ☐ has, ☐ has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(END OF PROVISION)

**K.7 PROHIBITION ON CONDUCTING RESTRICTED BUSINESS OPERATIONS IN SUDAN -- CERTIFICATION (FAR 52.225-20) (AUG 2009)**

(a) *Definitions.* As used in this provision—

“Business operations” means engaging in commerce in any form, including by acquiring, developing, maintaining, owning, selling, possessing, leasing, or operating equipment, facilities, personnel, products, services, personal property, real property, or any other apparatus of business or commerce.

“Marginalized populations of Sudan” means—

Adversely affected groups in regions authorized to receive assistance under section 8(c) of the Darfur Peace and Accountability Act (Pub. L. 109-344) ([50 U.S.C. 1701 note](#)); and

Marginalized areas in Northern Sudan described in section 4(9) of such Act. “Restricted business operations” means business operations in Sudan that include power production activities, mineral extraction activities, oil-related activities, or the production of military equipment, as those terms are defined in the Sudan Accountability and Divestment Act of 2007 (Pub. L. 110-174). Restricted business operations do not include business operations that the person (as that term is defined in Section 2 of the Sudan Accountability and Divestment Act of 2007) conducting the business can demonstrate—

- (1) Are conducted under contract directly and exclusively with the regional government of Southern Sudan;
- (2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;
- (3) Consist of providing goods or services to marginalized populations of Sudan;
- (4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;
- (5) Consist of providing goods or services that are used only to promote health or education; or
- (6) Have been voluntarily suspended.

(b) *Certification.* By submission of its offer, the Offeror certifies that the Offeror does not conduct any restricted business operations in Sudan.

(END OF PROVISION)

**K.8 REPRESENTATION OF LIMITED RIGHTS DATA AND RESTRICTED COMPUTER SOFTWARE  
(FAR 52.227-15) (DEC 2007)**

(a) This solicitation sets forth the Government's known delivery requirements for data (as defined in the clause at 52.227-14, Rights in Data-General). Any resulting contract may also provide the Government the option to order additional data under the Additional Data Requirements clause at 52.227-16, if included in the contract. Any data delivered under the resulting contract will be subject to the Rights in Data-General clause at 52.227-14 included in this contract. Under the latter clause, a Contractor may withhold from delivery data that qualify as limited rights data or restricted computer software, and deliver form, fit, and function data instead. The latter clause also may be used with its Alternates II and/or III to obtain delivery of limited rights data or restricted computer software, marked with limited rights or restricted rights notices, as appropriate. In addition, use of Alternate V with this latter clause provides the Government the right to inspect such data at the Contractor's facility.

(b) By completing the remainder of this paragraph, the Offeror represents that it has reviewed the requirements for the delivery of technical data or computer software and states [**Offeror check appropriate block**]:

☐ (1) None of the data proposed for fulfilling the data delivery requirements qualifies as limited rights data or restricted computer software; or

☐ (2) Data proposed for fulfilling the data delivery requirements qualify as limited rights data or restricted computer software and are identified as follows:

(c) Any identification of limited rights data or restricted computer software in the Offeror's response is not determinative of the status of the data should a contract be awarded to the Offeror.

(END OF PROVISION)

**K.9 PROPOSAL DISCLOSURE—COST ACCOUNTING PRACTICE CHANGES (FAR 52.230-7)  
(APR 2005)**

The Offeror shall check "yes" below if the contract award will result in a required or unilateral change in cost accounting practice, including unilateral changes requested to be desirable changes.

☐ Yes      ☐ No

If the Offeror checked "Yes" above, the Offeror shall—

(1) Prepare the price proposal in response to the solicitation using the changed practice for the period of performance for which the practice will be used; and

(2) Submit a description of the changed cost accounting practice to the Contracting Officer and the Cognizant Federal Agency Official as pricing support for the proposal.

(END OF PROVISION)

[END OF SECTION]



**SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS****L.1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FAR 52.252-1) (FEB 1998)**

Provisions at the beginning of this Section are incorporated by reference, with the same force and effect as if they were given in full text. The Offeror is cautioned that the listed provisions may include blocks that must be completed by the Offeror and must be submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the Offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. The Offeror is responsible for understanding and complying with the entire provision. The full text of the provision can be located at the addresses contained in FAR 52.252-1, Solicitation Provisions Incorporated By Reference, in Section L.4 of this contract.

**I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)**

<u>PROVISION NO.</u>	<u>DATE</u>	<u>TITLE</u>
52.211-14	APR 2008	NOTICE OF PRIORITY RATING FOR NATIONAL DEFENSE USE (Insert "C-9 rated order" in blank)
52.214-34	APR 1991	SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE
52.214-35	APR 1991	SUBMISSION OF OFFERS IN U.S. CURRENCY
52.215-1	JAN 2004	INSTRUCTIONS TO OFFERORS—COMPETITIVE ACQUISITION
52.215-16	JUN 2003	FACILITIES CAPITAL COST OF MONEY
52.215-20	OCT 2010	REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA
52.215-22	OCT 2009	LIMITATIONS ON PASS-THROUGH CHARGES— IDENTIFICATION OF SUBCONTRACT EFFORT
52.222-24	FEB 1999	PREAWARD ON-SITE EQUAL OPPORTUNITY COMPLIANCE EVALUATION
52.222-46	FEB 1993	EVALUATION OF COMPENSATION FOR PROFESSIONAL EMPLOYEES
52.232-38	JUL 2013	SUBMISSION OF ELECTRONIC FUNDS TRANSFER INFORMATION WITH OFFER
52.237-1	APR 1984	SITE VISIT
52.237-10	OCT 1997	IDENTIFICATION OF UNCOMPENSATED OVERTIME

**II. NASA FAR SUPPLEMENT (48 CFR CHAPTER 18)**

<u>PROVISION NO.</u>	<u>DATE</u>	<u>TITLE</u>
1852.227-71	APR 1984	REQUESTS FOR WAIVER OF RIGHTS TO INVENTIONS
1852.227-84	DEC 1989	PATENT RIGHTS CLAUSES
1852.231-71	MAR 1994	DETERMINATION OF COMPENSATION REASONABLENESS
1852.233-70	OCT 2002	PROTESTS TO NASA
1852.245-80	JAN 2011	GOVERNMENT PROPERTY MANAGEMENT INFORMATION
1852.245-82	JAN 2011	OCCUPANCY MANAGEMENT REQUIREMENTS

(END OF PROVISION)

**L.2 TYPE OF CONTRACT (FAR 52.216-1) (APR 1984)**

The Government contemplates a single award Cost-Plus-Fixed-Fee (CPFF) hybrid contract with a Phase-In Contract Line Item (CLIN), Contract Management CLINs and Indefinite Delivery Indefinite Quantity (IDIQ) CLINs resulting from this solicitation.

(END OF PROVISION)

**L.3 SERVICE OF PROTEST (FAR 52.233-2) (SEP 2006)**

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer at NASA Ames Research Center by obtaining written and dated acknowledgment of receipt from:

Naomi Castillo-Velasquez  
NASA Ames Research Center  
Mail Stop 243-1  
Moffett Field, CA 94035-0001

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(END OF PROVISION)

**L.4 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FAR 52.252-1) (FEB 1998)**

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The Offeror is cautioned that the listed provisions may include blocks that must be completed by the Offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the Offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at these addresses.

FAR website: <http://acquisition.gov/far/index.html>

NFS website: <http://www.hq.nasa.gov/office/procurement/regs/nfstoc.htm>

(END OF PROVISION)

**L.5 PRE-PROPOSAL/PRE-BID CONFERENCE (NFS 1852.215-77) (DEC 1988)**

(a) A pre-proposal/pre-bid conference was held as indicated below:

Date: **November 5, 2014**  
Time: 10:00 a.m. – 12:00 p.m.  
Location: Bldg. 245, Rm. 272, Moffett Field, CA 94035-0001

(b) Attendance at the pre-proposal/pre-bid conference was recommended; however, attendance was neither required nor a prerequisite for proposal/bid submission and will not be considered in the evaluation.

(END OF PROVISION)

**L.6 PROPOSAL PREPARATION--GENERAL INSTRUCTIONS**

(1) Offerors shall submit proposals in three volumes as specified below in TABLE 1: Proposal Components. Each part of the proposal shall be complete, and prepared in accordance with solicitation instructions to enable concurrent and separate evaluation of each part. Unless otherwise noted, all proposal components shall be submitted as printed (paper) copies.

TABLE 1: PROPOSAL COMPONENTS

	Required Copies to NASA-ARC Addressed per SF 33, Block 9		
	Original	Additional	Electronic
<b>Cover Letter</b> - Includes all information found in Section L.6 (2)	1	7	2
<b>Vol. I - Mission Suitability Proposal</b>	see below	see below	see below
A. Management Approach	1	7	2
Organizational Structure/Partnering Approach			
Staffing, Recruitment, Retention, and Training			
Total Compensation Plan (TCP)			
Key Personnel			
Phase-In Plan			
Organizational Conflicts of Interest (OCI) Avoidance Plan			
B. Technical Approach			
Technical Understanding			
Sample Tasks			
<b>Vol. II - Past Performance Proposal</b>	1	7	2
<b>Vol. III - Cost Proposal</b>	1	7	2

(2) Include a cover letter with the proposal, attaching the completed representations, certifications and acknowledgments. The cover letter must be signed by an official authorized to contractually bind your company. As part of that letter, please provide the following information:

- The names, telephone numbers, and email addresses of persons to be contacted for clarification questions, if necessary.
- If applicable, include a complete description and documentation for teaming or other such business arrangements.
- A statement that the proposal is firm for a period of not fewer than 180 days.
- A statement of acceptance of the anticipated contract provisions and proposed schedule.
- A completed copy of the Standard Form 33 (SF 33) signed by an official authorized to contractually bind the Offeror. Include written acknowledgement of any solicitation amendments.
- A completed response to Section B, Clause B.2, "Estimated Cost and Fixed Fee" for Total Phase-In Costs (CLIN 01) and Contract Management (CLINS 01A, 02A, 03A, and 04A).
- A completed response to Section H.3, NFS 1852.235-71, Key Personnel and Facilities.
- A completed response to Section I.1, I, FAR 52.227-23, Rights to Proposal Data (Technical).
- A completed response to Section K, "Representations, Certifications and Other Statements of Offerors."
- A completed response to Section L.1, NFS 1852.245-80, "Government Property Management Information." This Plan will not be part of the evaluation for award. The Plan will be reviewed and approved by the Contracting Officer and finalized prior to the end of the Phase-In period.
- A list of the most recent reviews of your management system(s) and copies of letters from Defense Contract Audit Agency (DCAA) or Defense Contract Management Agency (DCMA) noting approval of management systems (e.g., purchasing, accounting, property, estimating). Information must identify the type of review, the results of the review, the cognizant Government agency making the review, systems approvals, if any, and the last date of a system approval. The Offeror shall provide copies

of any approvals. The Offeror shall also provide the DCMA point of contact, including name, address, phone number, and email address.

(3) All proposal volumes shall be submitted in accordance with the instructions, and to the address, specified in Block 9 of the SF33 NO LATER THAN the date and time prescribed therein.

(4) The pages of each proposal volume shall be numbered and identified with the Offeror's name, RFP number, and date. The table of contents must list figures and tables separately. Tab indexing shall be used to identify Sections. Each volume shall contain a glossary of all abbreviations and acronyms used, with an explanation for each. Blank dividers, tabs, and glossary of abbreviations and acronyms do not count against the page limitations for their respective volumes. Further, page limitations are set forth in Section L.7, Proposal Page Limitations.

(5) Two (2) electronic copies of each volume shall be submitted in Portable Document Format (PDF), in addition to the hard copies specified in TABLE 1 above. The electronic format data shall be provided on quality, virus-scanned, virus-free CD-R/CD-RW or USB stick with an external label indicating: (1) the name of the Offeror, (2) the RFP number, and (3) a list of the files contained on the CD. In the event of any inconsistency between data provided on electronic media and proposal hard copies, the original hard copy data will be considered to be the intended data. The electronic copies of the Cost Template Workbook in Section J.1(b), Attachment 3, are required to be saved and submitted in Excel (.xls) format, not as a PDF.

(6) Proposals shall be submitted in a format that addresses all evaluation factors. Information pertinent to the factors shall be included in their respective proposal volumes. The proposal content must provide a basis for evaluation against the requirements of the solicitation. Offerors must identify and discuss risk factors and issues throughout the proposal where they are relevant, and describe their approach to managing these risks, pursuant to NFS 1815.203-72, Risk Management.

(7) **BINDING AND LABELING:** Each volume of the proposal shall be separately bound in a three-ring loose-leaf binder that shall permit the volume to lie flat when open. Staples shall not be used. A cover sheet shall be bound in each book, clearly marked as to volume number, title, copy number, solicitation identification, and the Offeror's name. The same identifying data shall be placed on the spine of each binder. The Offeror shall apply all appropriate markings including those prescribed in accordance with FAR 52.215-1(e), Restriction on Disclosure and Use of Data and FAR 3.104-5, Disclosure, Protection, and Marking of Contractor Bid or Proposal Information and Source Selection Information.

(8) **LATE SUBMISSION:** Any volume submitted after the specified time will cause the entire proposal to be considered late in accordance with the provision at FAR 52.215-1, Instructions to Offerors—Competitive Acquisition.

(a) Mission Suitability (Volume I). Both technical and management information shall be included in the Mission Suitability Proposal. No cost data shall be included except for a schedule of wages, salaries, and benefits. Information shall be precise, factual, current, detailed, and complete. Offerors shall not assume that the Source Evaluation Committee (SEC) is aware of company abilities, capabilities, plans, facilities, organization, or any other pertinent fact that is important to the accomplishment of the work. The evaluation will be based on the information presented in Volume I. The proposal must specifically address each listed evaluation sub-factor.

The Mission Suitability proposal shall contain a risk analysis that identifies risk areas as well as the Offeror's recommended approaches to minimize the impact of those risks on the overall success of the requirements.

(b) Past Performance Proposal (Volume II). The Past Performance information shall indicate the relevant quantitative and qualitative aspects of each Offeror's record of performing services, or delivering products, similar in size, content, and complexity of the requirements of this solicitation.

(c) Cost Proposal (Volume III). Cost proposals shall contain sufficient pricing information to support negotiation of the contract type noted in Section L.2, FAR 52.216-1, Type of Contract.

(END OF PROVISION)

**L.7 PROPOSAL PAGE LIMITATIONS**

(a) In TABLE 2, Proposal Page Limitations, below, the following page limitations are established for each portion of the proposal submitted in response to this solicitation.

**TABLE 2: PROPOSAL PAGE LIMITATIONS**

	<b>Page Limit</b>
<b>Cover Letter</b>	No limit
<b>Volume I — Mission Suitability Proposal</b>	See Below
<b>A. Management Approach</b>	70 Pages <sup>1</sup>
Organizational Structure/Partnering Approach	
Staffing, Recruitment, Retention, and Training	
Total Compensation Plan (TCP) - <b>No Page Limit</b>	
Key Personnel <sup>2</sup>	
Phase-In Plan	
Organizational Conflicts of Interest (OCI) Avoidance Plan - <b>No Page Limit</b>	
<b>B. Technical Approach</b>	
Technical Understanding	
Sample Tasks	
<b>Volume II — Past Performance Proposal</b>	20 Pages <sup>3</sup>
<b>Volume III — Cost Proposal</b>	No limit

(b) A written page is defined as one side of a sheet, 8 1/2" x 11", with at least one inch margins on all sides and shall contain Arial font text with a size not smaller than 12 point. Foldouts count as an equivalent number of 8 1/2" x 11" pages. The metric standard format most closely approximating the described standard 8 1/2" x 11" size may also be used. Diagrams, graphics, charts, and photographs shall contain Arial font text in a size no smaller than 10 point.

(c) Blank dividers, tabs, and glossary of abbreviations and acronyms are excluded from the page counts specified in paragraph (a) of this provision. In addition, Volume III of the proposal is not page limited. However, Volume III is to be strictly limited to cost and price information. Information that can be construed as belonging in one of the other Volumes of the proposal will be so construed and counted against that Volume's page limitation. In Key Personnel, commitment letters shall be limited to no more than one page per individual, resumes shall be limited to no more than three total pages per individual, and position descriptions shall be limited to no more than two total pages per individual.

(d) If final revisions are requested, separate page limitations will be specified in the Government's request for that submission.

(e) Pages submitted in excess of the limitations specified in this provision will not be evaluated by the Government, and those pages will be immediately returned to the Offeror.

(END OF PROVISION)

<sup>1</sup> The page limit does not include Total Compensation Plan, Key Personnel, and OCI Avoidance Plan.

<sup>2</sup> Key Personnel commitment letters are limited to one page per individual; resumes are limited to three pages total per individual; and position descriptions are limited to two pages per individual.

<sup>3</sup> This limit does not apply to past performance questionnaire responses.

**L.8 PROPOSAL PREPARATION--SPECIFIC INSTRUCTIONS**

The proposal selected for award will be based on evaluation of the following factors:

- Mission Suitability (Volume I)
- Past Performance (Volume II)
- Cost (Volume III)

Proposals shall be submitted in a format that follows the sequence of the factors and their subfactors including all bulleted areas. Only information pertinent to the factors and subfactors shall be submitted in the Offeror's proposal volumes. (See the weighting for the factors and subfactors in Section M.3.)

**(a) Mission Suitability Factor (Volume I).**

The Mission Suitability Factor indicates, for each Offeror, the merit or excellence of the work to be performed or product to be delivered. Information must be precise, factual, current, detailed, and complete. Offerors must not assume that the evaluation team is aware of their company abilities, capabilities, plans, facilities, organization, or any other pertinent fact that is important to the accomplishment of the work.

(1) The evaluation will be based on the information presented in the proposal. The proposal must specifically address each listed evaluation subfactor (see TABLE 3, Index of Mission Suitability Subfactors).

(2) The content of the Offeror's Mission Suitability Proposal shall provide the basis for evaluation of the Offeror's response to the requirements of the RFP. Offerors shall identify and discuss risk factors and issues throughout the proposal where they are relevant, and describe their approach to managing these risks.

(3) If the SEC determines that a proposal does not adequately demonstrate that the Offeror will be able to perform the work with the resources proposed, the SEC may determine this to be a Mission Suitability weakness, adversely affecting the Offeror's Mission Suitability scores, if appropriate. This integration between Mission Suitability findings and probable cost adjustments is critical to accomplishing cost realism.

The Mission Suitability Proposal shall address the following subfactors:

**TABLE 3: INDEX OF MISSION SUITABILITY SUBFACTORS**

<b>Para.</b>	<b>Subfactor Title</b>		<b>Elements</b>
A	Management Approach	1	Organizational Structure/Partnering Approach
		2	Staffing, Recruitment, Retention and Training
		3	Total Compensation Plan (TCP)
		4	Key Personnel
		5	Phase-In Plan
		6	Organizational Conflicts of Interest (OCI) Avoidance Plan
B	Technical Approach	1	Technical Understanding
		2	Sample Tasks

Note: The above outline should not be construed as an indication of the order of importance or relative weighting within individual elements of Mission Suitability subfactors as there are no discrete point values to any of the elements.

**A. Management Approach (Subfactor)**

The Offeror shall describe its management and business approaches to coordinate, perform, integrate, control, and accomplish the requirements of the SOW from phase-in through the life of the contract as identified below:

**1. Organizational Structure/Partnering Approach**

The Offeror shall describe its organizational structure/partnering approach including its rationale to perform the requirements of the SOW, and shall address the following:

- How the Offeror's organizational structure and partnering approach provide clear internal and external lines of authority, including a diagram of the structural connections or associations of the entities responsible for this work with any corporate or division organizations and any Subcontractors. If multiple organizations are proposed for conducting this work, explain each of their relationships during the effort and identify and integrate their proposed contributions to the work into each part of the proposal, as appropriate.
- Respond to paragraph L.9, SBA Ostensible Subcontractor Rule Information, if a Subcontractor arrangement is proposed. (Offerors are directed to FAR 52.219-14, "Limitation on Subcontracting," in Section I of this solicitation.)
- Authority and responsibility vested in site and technical task managers and their access to corporate or company resources to support the contract through all phases.
- Plan to be used to manage the execution of all requirements (including Contract Management and multiple IDIQ task orders), changes in requirements, requirement priorities, resources, and schedules in a timely, efficient, and cost effective manner.
- Services, facilities, equipment, staffing, and resources beyond that required for the on-site staff that can be obtained for performance of this solicitation requirement that are either internal or external to the corporation.

**2. Staffing, Recruitment, Retention and Training**

The Offeror shall describe its staffing, recruitment, retention, and training approach including its rationale and shall address the following:

- Approach for providing the staffing (skill mix) necessary to perform the requirements in the SOW, including any staffing risks, proposed mitigations, skills required for other-than-key personnel, incumbent skill retention, and the process for the assignment of personnel to tasks.
- Recruitment plans, methods, and retention plans, including processes for hiring and retaining uniquely qualified employees, including senior researchers and, when necessary, foreign nationals with various immigration status (H1, J1, green card, etc.).
- Plans for short notice, rapid (within 30 calendar days) recruiting of experienced and qualified personnel (other than key personnel).
- Plans for internal training, mentoring, and career development.
- Process(es) for dealing with underperforming employees.

### 3. Total Compensation Plan (TCP)

The Offeror shall provide a Total Compensation Plan (TCP) for all personnel proposed, in accordance with NFS 1852.231-71, Determination of Compensation Reasonableness, and FAR 52.222-46, Evaluation of Compensation for Professional Employees. Note: The Offeror shall require all service Subcontractors (1) with proposed cost reimbursement or non-competitive fixed-price type subcontracts having a total potential value in excess of \$500,000 and (2) the cumulative value of all their service subcontracts under the proposed prime contract in excess of 10 percent of the prime contract's total potential value, provide as part of their proposals the information identified in (a) through (c) of NFS 1852.231-71. The TCP shall also address the following:

- Categories of personnel that are in a bona fide executive, administrative or professional capacity as defined by FAR 22.1102 and 29 CFR 541.
- Salary ranges and fringe benefits proposed for employees – including an itemization of the benefits that require employee contributions and the amount of that contribution as a percentage of the total cost of the benefit – and how they relate to the local employment market.
- Employee compensation information regarding: vacations, severance pay, holidays, overtime and shift differentials, sick leave, California Family Leave Act, bonus plans, life insurance, medical/dental/ vision insurance, uncompensated overtime, pension contributions, employee incentives, education/ training, career development, moving expenses, and compensatory time. Identify benefits that require employee contributions and the amount of that contribution as a percentage of the total cost of each benefit.
- Offeror's policy for continuing and/or replacing the benefits of the incumbent Contractor's employees expected to be hired (e.g., seniority, accrued sick and annual leave, compensatory time, health plans, 401k plans, etc.).

### 4. Key Personnel

The Offeror shall describe its approach including rationale for Key Personnel proposed and shall address the following:

- Key positions, the basis for designating them as Key, and the benefit to the Government of those designations.
- Allocation of those positions between the prime and any proposed Subcontractors.
- Position descriptions including authorities, responsibilities, assignments, experience, and skills required of key personnel.
- Individuals assigned to these key positions and percentage of their time allocated to this requirement.
- Procedures for replacing or adding Key Personnel.

The Offeror shall provide the following for each individual identified as Key Personnel:

- Commitment letters with percentage of each individual's time allocated for this requirement.
- Position description
- Resume



**5. Phase-In Plan**

The Offeror shall describe its Phase-In approach and shall address the following:

- Approaches to ensuring continuation of operations during contract start-up, addressing issues typically encountered during the initial and ongoing transition of personnel.
- Proposed key or other personnel (by title and function) who will participate during the phase-in, their availability, and rationale for selecting them.
- Estimate of, and supporting rationale for, the number of Contractor employees expected to be hired.

**6. Organizational Conflicts of Interest (OCI) Avoidance Plan**

An OCI Avoidance Plan shall be provided in the proposal. The Plan shall include a narrative which describes the Contractor's procedures to ensure compliance with, and assurances that all safeguards are in place to maintain control, handling, and non-disclosure of sensitive data in conformance with contract requirements. Specifically, the Plan shall address all the requirements identified in Section H, paragraph H.13 (Organizational Conflicts of Interest and Limitation on Future Contracting) and Section I, paragraph I.1 (NFS 1852.237-72, Access to Sensitive Information) relative to the Offeror's understanding and proposed methodology for implementation of the above contract requirements.

**B. Technical Approach (Subfactor)****1. Technical Understanding**

The Offeror shall demonstrate its technical understanding of the requirements of Section 4.2 of the SOW as well as their interrelationships. The Offeror shall specifically address the following:

- Approach to how the work will be accomplished to ensure all requirements are met.
- Identification of risk areas and the Offeror's proposed approaches to mitigating those risks.
- Approach to assuring technical quality and identifying/correcting technical performance issues.

Stating that the Offeror understands and will comply with the requirements described in the SOW, as found in Section J.1 (a) Attachment 1, is considered an inadequate response, as is paraphrasing. Statements such as "standard procedures will be employed" or "well known techniques will be used" do not indicate a sufficient level of awareness and understanding of the SOW, and will not be considered an effective response to the solicitation. In addition, reliance upon, and restatement of, past performance experience does not demonstrate an understanding. Furthermore, restating the SOW will not be interpreted as a demonstration of technical understanding.

## 2. Sample Tasks

The following sample tasks are representative of the type of work to be supported under this contract.

### Sample Task A

#### **Background:**

The Army Aviation Development Directorate develops and applies tools for the computational simulation of rotorcraft, including codes to model rotor aerodynamics and methods for the coupling of computational fluid dynamics with computational structural dynamics.

Computational simulations of rotor aerodynamics require models for the discrete rotor blades including the relative motion between the main rotors, the fuselage and tail rotor. These types of calculations involve high-resolution multiple overset grids, and small time steps to capture the details of the interactional aerodynamic forces and rotor wake. These calculations also typically involve coupled structural deformations of the rotors and the fuselage.

This task will require the use of Computational Fluid Dynamics (CFD) tools to model the flow about components on an advanced rotorcraft, the Sikorsky X2. Offeror's staff will be granted access to Sikorsky X2 Computer Aided Design (CAD) for the outer mold line.

#### **Statement of Work:**

Perform proof of concept 3-D flow analysis and design for the Sikorsky X2 counter rotating blades in hover and forward flight mode. The main emphasis of this sample task is to complete an analysis of the feasibility of using large scale 3D Navier-Stokes simulations in a finite-difference gradient optimization design process. The period of performance shall be for 12 months.

#### **Task Requirements and Deliverables:**

- a) Integration of design variable to surface grid to volume grid process into design framework.
- b) Development of objective function processing based on hover and airplane mode.
- c) Development of a parallel processing (MPI/OMP/PBS) interface for multiple function evaluations into the design framework.
- d) Demonstration of a preliminary proof of concept design for the blade using the design framework.

The Offeror shall provide a task plan that describes its approach and rationale for meeting the requirements and deliverables for Sample Task A. The task plan shall also address the following:

- A list of tools to be used.
- A list of additional assumptions made, as the task description may not contain all the information needed to carry out the flow analysis.
- Assigned staff, number of staff required, and training requirements, if applicable, to perform the 3-D flow analysis.

**Sample Task B****Background:**

NASA Ames is working on developing an integrated tool environment to facilitate the design of an advanced aircraft. For purposes of this task, assume the project will have a civil servant Project Manager. All other project support is to be provided by the Contractor. The task involves designing a multi-disciplinary analysis and optimization (MDAO) tool to aid in the design of the aircraft. The technical requirements call for the integration of various modules that will be used in the design process. A graphical user interface (GUI) will be developed for engineer-in-the-loop access to the modules. The following modules are to be incorporated:

- Graphical User Interface
- CAD software package
- GRID generation package
- CFD software codes
- Visualization software
- Optimization software

The MDAO tool environment will have the following constraints and assumptions:

- The MDAO tool will be built and tested in-house at NASA ARC
- Commercial software/hardware may be purchased as required

**Statement of Work:**

Given the technical requirements and budget it is requested that the Offeror outline additional assumptions, technology constraints, technical and programmatic risks and their mitigations, feasibility studies, and the staffing required in order to access feasibility of the MDAO tool.

The period of performance is for 12 months.

**Task Requirements and Deliverables:**

- A GUI that will aid the user in the design process by facilitating the use of the various modules. The appropriate scripting languages will be used for the look-and-feel of the GUI as well as for interfacing between the modules
- Incorporate a CAD module which will be accessed to generate a CAD geometry file for a given aircraft
- Integrate a GRID package which will generate appropriate surface and volume grids
- Integrate one or more CFD codes to obtain an aerodynamic analysis of the aircraft configuration
- Integrate aerodynamic/structural optimizers to enhance the aircraft design
- Integrate a visualization package to inspect the design
- Develop a database capability to store the various run case scenarios
- Deliver a report in 6 months and the final MDAO tool in 12 months

The Offeror shall provide a task plan that describes its approach and rationale for meeting the requirements and deliverables for Sample Task B. The task plan shall also address the following:

- A list of additional assumptions made, as the task description may not contain all the information needed to perform this requirement.
- Assigned staff, number of staff required, and training requirements, if applicable, to perform this requirement.

**(b) Past Performance Factor (Volume II).**

The goal of this factor is to obtain information regarding the relevant past performance of the Offeror and its Major Subcontractors, specifically in the areas of technical performance and contract management. For purposes of this solicitation, "Major Subcontractor" is defined as subcontracting dollars of \$1,000,000 or more covering a performance period on this contract of up to five (5) years. "Offeror" and "Major Subcontractor," for purposes of this solicitation, include predecessor companies. If the Offeror or Major Subcontractor does not have any relevant past performance history as determined herein, it will not be evaluated favorably or unfavorably and will be given a neutral adjectival rating.

As a minimum, the Past Performance Proposal shall include the following:

- (1) **A list of not more than three (3) relevant contracts (government and/or industry contracts), EACH in excess of \$1,000,000 total contract value for the Prime AND for EACH of the Major Subcontractors, completed no more than 5 years ago, or currently on-going at least one year, similar in size, content, and complexity to the requirements of the current acquisition.** These contracts shall demonstrate the Offeror's capabilities to perform this requirement. Include the contract numbers; Government agency or industry placing the contract; Contracting Officer, telephone number, and email address; and a brief description of Offeror's part of the work and the total dollar value of the Offeror's portion. Industry contracts involving subcontracting to another company that may have a prime contract with some area of the government may be included. For **only** the contract references submitting a Past Performance Questionnaire, the Offeror shall complete TABLE 4, Past Performance of Prime and/or Major Subcontractors (see L.8(b) B), to show the relevancy of each contract to this requirement.
- (2) Specific information is required from the Offeror and proposed Major Subcontractors for past and active customers as identified in subparagraph (3) A. below. Past performance information may also be obtained by the Government through the Past Performance Information Retrieval System (PPIRS) or similar systems of other Government departments and agencies, questionnaires tailored to the circumstances of this acquisition, Defense Contract Management Agency (DCMA) channels, interviews with Program Managers and Contracting Officers, and other sources known to the Government, including commercial sources. Offerors are notified that, in conducting an assessment of past performance, the Government reserves the right to use both data provided by the Offeror and data obtained from other sources.
- (3) The major areas to be evaluated for the Past Performance Factor are Relevant Technical Performance and Contract Management.

**A. Information Provided by Offerors and Major Subcontractors**

Information regarding relevant technical performance and contract management shall be supplied by the Offeror and Major Subcontractors for the reference contracts that are identified in the paragraphs above (see (b)(1)).

**1. Relevant Technical Performance.** The Offeror and Major Subcontractors shall provide relevant technical performance information for each of their reference contracts to assist in the Government's evaluation on each of the following topics:

- Compliance with technical and schedule requirements, including an explanation of any schedule slips.
- Flexibility and effectiveness in dealing with changes to technical requirements.
- Problems encountered and their resolutions.
- Quality, accuracy, and completeness of technical products.

**2. Contract Management.** The Offeror and Major Subcontractors shall provide contract management information for each of their reference contracts to assist in the Government's evaluation on each of the following topics:

- Management of multiple, concurrent, and complex tasks.
- Record of recruiting, developing, and retaining a workforce with the appropriate skills for contract performance.
- Ability to fill Key Personnel vacancies in a timely manner.
- Management of the phase-in period to ensure efficient continuation of operations during contract turn-over.
- Management of technology transfer including export control, Government sensitive, and third party proprietary data issues.
- Management of performance problems and their resolutions.
- Ability to assess and re-assign staff.

**B. Prime and Major Subcontractor Contracts**

TABLE 4: PAST PERFORMANCE OF PRIME AND/OR MAJOR SUBCONTRACTS, is used to capture past performance information similar in technical requirements, size and complexity to the work that may result from this solicitation. For each contract reference submitting a Past Performance Questionnaire, the Offeror and Major Subcontractor(s) shall complete Table 4 to show the relevancy of each contract to this requirement.

(NOTE: TABLE 4 will not count against the allotted Past Performance page limitation.)

TABLE 4: PAST PERFORMANCE OF PRIME AND/OR MAJOR SUBCONTRACTS

	Contract No.		Contract No.		Contract No.	
	Agency/Company		Agency/Company		Agency/Company	
	POC Name		POC Name		POC Name	
	Phone Number		Phone Number		Phone Number	
	Email Address		Email Address		Email Address	
Technical Areas	Prime	Major Sub	Prime	Major Sub	Prime	Major Sub
a) Aerospace vehicle systems-analysis tools development and application						
b) Aerospace vehicle and system design, analysis, test and optimization						
c) Development and application of tools for the high fidelity modeling and simulation of aerospace vehicles and systems including Computational Fluid Dynamics (CFD) and Computational Structural Dynamics (CSD)						
d) Development of improved physical models						
e) Integrated multidisciplinary design and analysis framework development and applications						
f) Risk analysis methods development and application to aerospace systems						
g) Geometry and Grid generation tool development and applications						
h) Planetary and Earth Science modeling						
i) Modeling and simulation of "green" technology applications						
j) Optimization and mission decision support tools and analysis						
k) Computational chemistry, computational biology, and computational material science						
l) Alternate technologies for innovative space commercialization						
m) Contract Management						
Total Employees Prime / Sub Contract						
Total Employees on the Contract						

- C. **Past Performance Questionnaires** (to be submitted directly to the Contracting Officer by Prime and Major Subcontractor references.)

The following information shall be supplied for the relevant contracts described in L.8(b)(1) only. All information requested must concern contracts considered to be relevant in technical requirements, size, and complexity to the contract expected to be awarded from this RFP. This information shall concern only work performed by the Offeror's or Major Subcontractors' business unit that will perform the work under this contract, if awarded. **Each Offeror is responsible for assuring that the customers return completed questionnaires directly to Naomi Castillo-Velasquez, Contracting Officer, via email to [Naomi.Castillo-Velasquez@nasa.gov](mailto:Naomi.Castillo-Velasquez@nasa.gov) at least 10 days prior to the proposal due date.** If the Offeror or Major Subcontractor does not have enough references to meet these requirements, references shall be provided to the maximum extent possible. The questionnaires returned to the Government will not be counted against the Past Performance proposal's page limitation.

- (1) Each Offeror and Major Subcontractor shall submit a list of the Agencies/Companies who will be responding to the Past Performance Questionnaire in Section J, "List of Documents, Exhibits, and Attachments," for each active (underway at least one year) or recently completed (completed within the last five years) relevant contract valued at or above the Major Subcontract threshold, and for each reference identified in paragraphs 2 and 3 below. **The Offeror must submit this list directly to Naomi Castillo-Velasquez, Contracting Officer, via email to [Naomi.Castillo-Velasquez@nasa.gov](mailto:Naomi.Castillo-Velasquez@nasa.gov) at least 10 days prior to the proposal due date.**
- (2) Each Offeror and Major Subcontractor shall send a blank Past Performance Questionnaire, for completion, to the cognizant Contracting Officer or the Contracting Officer's Representative for relevant contracts completed (completed within the last five years) or active contracts (underway at least one year) as described in Section L.8(b)(1).
- (3) Each Offeror and Major Subcontractor shall provide a blank Past Performance Questionnaire, for completion, to customers as described in Section L.8(b)(1).

### **(c) Cost Factor (Volume III)**

#### **1. INTRODUCTION**

The Government assumes that adequate cost competition will exist thereby negating the need for submission of certified cost and pricing data with this proposal submission (See FAR 15.403-1). To ensure that the Government is able to perform a fair assessment of the proposed pricing, each Offeror is required to submit a Cost Proposal that is suitable for evaluation. A cost volume that is suitable for evaluation shall:

- (a) Explain in detail all pricing and estimating techniques;
- (b) Disclose the basis of all projections, rates, ratios, percentages, and factors in sufficient detail to facilitate the Source Evaluation Board's (SEC's) understanding and ability to mathematically verify these estimating tools;
- (c) Comply with FAR Clause 52.222-46, Evaluation of Compensation for Professional Employees;
- (d) Comply with applicable Federal Acquisition Regulation (FAR) and NASA FAR Supplement (NFS);
- (e) Include a narrative portion that explains all judgmental elements of cost projections and profit policies including any proposed price ceilings and team profit sharing arrangements; and
- (f) Include all templates required in this RFP.

The Offeror's cost proposal shall be submitted in one volume labeled—Volume III Cost Proposal. The RFP-specified formats provided herein are structured on a Contract Year (CY) basis. In preparing the proposal, summary level information is required on the templates; however, the Offeror's own format

shall be used for submitting supporting information. Offerors are instructed to complete all applicable

templates provided herein, and provide supporting information to explain the basis of estimate for the proposed amounts.

For cost purposes, Major Subcontractors are defined as those Subcontractors providing a total contract value of \$1,000,000.00 for the five year inclusive effort.

In addition to the Prime Offeror submitting a Volume III, Cost Proposal, for any major subcontract that has a potential estimated total value in excess of \$1,000,000.00 for the five year inclusive effort, a Volume III, Cost Proposal must be provided following the subsequently specified format.

Cost proposals shall be submitted using Government provided costing templates described below. The templates are included as J.1(b) Attachment 3, Cost Template Workbook.

Prospective Major Subcontractors shall submit their Cost Proposals through the Prime Offeror. If a Major Subcontractor does not wish to reveal proprietary data to the Prime Offeror, it may provide its fully detailed Cost Proposal in a sealed envelope and also provide a "sanitized" version to the Prime Offeror showing only a summary of the proposed cost and fee. The Prime Offeror is responsible for submitting a comprehensive proposal including all required Subcontractor proposals no later than the date and time specified in this RFP.

A WYE (Work Year Equivalent) is a full time equivalent that is defined as follows: the proposed productive hours needed to comprise one average full time employee. A WYE may be comprised of one employee or several part time employees. A productive WYE is defined as follows: the total available hours for productive work in a year, excluding overtime and paid time off (vacation, holiday, etc.).

All dollar amounts for proposed costs shall be rounded to the nearest dollar. All direct labor rates shall be rounded to the nearest penny, \$xx.xx. All indirect cost rates (percentages) shall be rounded to the second decimal place, xx.xx%.

## 2. EXCEL COSTING MODEL (ECM) FILE

**Format:** In order to achieve standardization, the Excel Costing Model includes one (1) workbook entitled Cost Template Workbook. The worksheets located within the workbook contain the following:

- Exhibit 1:** Proposal Cover Sheet (J.1(b) Attachment 2, not in workbook)
- Exhibit 2:** Summary of Proposed Cost and Fixed Fee – Prime
- Exhibit 3:** Summary of Proposed Cost and Fixed Fee – Prime and Subcontractors
- Exhibit 4:** Summary of Elements of Cost – Contract Management
- Exhibit 4a:** Summary of Elements of Cost – Contract Management (Major Subcontractors)
- Exhibit 5:** Summary of Elements of Cost – IDIQ
- Exhibit 5a:** Summary of Elements of Cost – IDIQ (Major Subcontractors)
- Exhibit 6:** Proposed Direct Labor Rates
- Exhibit 7:** Key Personnel Labor Rates
- Exhibit 8:** Direct Labor Cost Summary – Contract Management
- Exhibit 9:** Direct Labor Cost Summary – IDIQ
- Exhibit 10:** Summary of Indirect Cost Rates
- Exhibit 11:** Overhead and/or Fringe Benefits Template
- Exhibit 12:** General and Administrative Expense (G&A) Template
- Exhibit 13:** Minor Subcontractor Template
- Exhibit 14:** Fringe Benefits Analysis of Compensation Package Template
- Exhibit 15:** Personnel and Fringe Benefits Policies
- Exhibit 16:** Incumbency Assumptions
- Exhibit 17:** Phase-In Template
- Exhibit 18:** Schedule of Subcontracts

**Formulas:** All formulas used in the workbooks must be clearly visible in the individual cells and verifiable. Whereas linking among the spreadsheets or workbooks may be necessary, the use of external links (source data not provided to NASA) of any kind is prohibited. The workbooks must contain no macros or hidden cells.

**Locks:** The ECM shall not be locked/protected or secured by passwords



### 3. COST PROPOSAL ORGANIZATION

The Government intends to use a personal computer with Microsoft Excel to aid in the evaluation of the cost proposal. In addition to the hardcopy requirements of the preceding section, each prime and Major Subcontractor is required to submit its ECM and any other electronic cost data, including formulas, on CD(s) or USB stick.

**Exhibit 1, Proposal Cover Sheet (Required of Prime and Major Subcontractors):** A single page containing all the information specified in Section 1, General Instructions, Part A, Items 1 through 11 of Table 15-2 as shown in FAR 15.408 is required. JA Form 038, J.1(b) Attachment 2, must be completed and used to satisfy this requirement. The proposal cover sheet shall be properly completed and signed by an official authorized to contractually bind your company. Proper completion includes identification of the cognizant Defense Contract Audit Agency (DCAA) Office and, if applicable, the cognizant Defense Contract Management Agency (DCMA) Office (Contract Management Office) in Section 8 of the form, as well as proposal page references in Section 7e of the form for the cost/price information submitted.

The Offeror shall propose costs for meeting the Government's Statement of Work as provided in J.1(a) Attachment 1. The staffing data provided in J.1(b) Attachment 1 includes the government estimate of the annual staffing levels and descriptions. NOTE: B.6 states that the maximum total contract value of work that can be ordered under this contract is \$38M. However, Offerors are advised that the maximum contract value identified represents an upper-bound value for ordering additional work beyond the requirements detailed in the Statement of Work.

**Exhibit 2, Summary of Proposed Cost and Fixed Fee (Required of Prime and Major Subcontractors):** This exhibit shall include the total cost, total proposed fixed fee, total cost plus fixed fee, and grand total, broken out by Phase-In period, individual contract years, total excluding Phase-In period, and grand total.

**Exhibit 3, Summary of Proposed Cost and Fixed Fee, Prime and Subcontractors (Required of Prime only):** This exhibit is similar to Exhibit 2, except that Subcontractors of \$1,000,000 or more are broken out from the Prime Offeror's costs.

**Exhibit 4, Summary of Elements of Cost –Contract Management (Required of Prime only):** This exhibit summarizes the elements of costs (excluding fee) by contract year for the various periods in the contract (basic and options) for the contract management. Details of the various elements of cost are to be shown in the exhibit.

**Exhibit 4a, Summary of Elements of Cost – Contract Management (Required of Major Subcontractors only if Contract Management Personnel are proposed):** This exhibit is similar to Exhibit 4, but has been modified for use by Major Subcontractors in lieu of Exhibit 4. This exhibit summarizes the elements of costs (excluding fee) by contract year for the various periods in the contract (basic and options) for the contract management. Details of the various elements of cost are to be shown in the exhibit provided by the Subcontractor in the sealed envelope. In its "sanitized" version, provided to the Prime Contractor, the Subcontractor may limit the information in this exhibit to the Productive Labor Hours and Total Cost if it chooses.

**Exhibit 5, Summary of Elements of Cost – IDIQ (Required of Prime only):** This exhibit summarizes the elements of costs (excluding fee) by contract year for the various periods in the contract (basic and options) for the IDIQ. Details of the various elements of cost are to be shown in the exhibits. For purposes of proposal submissions, Offerors shall use the values shown below for Other Direct Costs (ODCs) which are intended to cover such items as materials, supplies, equipment, travel and training.

These amounts represent the Government's current best estimate of contract requirements.

Description	Year 1	Year 2	Year 3	Year 4	Year 5	Total Estimated Cost
Total ODCs	\$200,000	\$250,000	\$250,000	\$250,000	\$250,000	\$1,200,000

All costs shown above for ODCs are exclusive of any indirect expenses. Therefore, unless it is not the Offeror's normal accounting practice to do so, include these costs in the base used to compute the G&A or material handling expense. If the Offeror identifies a need for any other ODCs applicable to this requirement, indicate the reasons for these costs and the basis for pricing. Provide sufficient detail to explain how the proposed amounts are derived.

**Exhibit 5a, Summary of Elements of Cost – IDIQ (Required of Major Subcontractors only):** This exhibit is similar to Exhibit 5, but has been modified for use by Major Subcontractors in lieu of Exhibit 5. This exhibit summarizes the elements of costs (excluding fee) by contract year for the various periods in the contract (basic and options) for the IDIQ. Details of the various elements of cost are to be shown in the exhibit provided by the Subcontractor in the sealed envelope. In its "sanitized" version, provided to the Prime Contractor, the Subcontractor may limit the information in this exhibit to the Productive Labor Hours and Total Cost if it chooses.

**Exhibit 6, Summary of Proposed Direct Labor Rates (Required of Prime and Major Subcontractors):**

This exhibit summarizes the Offeror's proposed direct labor rates for both the Contract Management and IDIQ.

**Standard Labor Categories (SLCs):** The Offeror will develop its proposed costs using its estimating system. The Offeror shall map its labor categories for the IDIQ to the SLCs using the guidelines provided (see J.1 (b) Attachment 1). SLCs are intended to broadly group proposed labor into a manageable number of categories. These guidelines do not address all the possible specific skills, or requirements that any one occupation or profession may require. It is the Offeror's responsibility to acquire an understanding of the complexities of the work required to successfully meet AEMMS requirements. Accordingly, the Offeror must propose the resources required to successfully meet these requirements.

In the "LABOR CATEGORY - Offeror's" column, list all labor classifications included in the proposal, by titles from the Offeror's estimating system. Each of the Offeror's Labor Categories for IDIQ shall be mapped to the NASA Standard Labor Category.

The "WYE" Column shall include all proposed WYE per SLC. The "Contract Year 1 Actual Proposed Labor Rate" is the Offeror's actual proposed composite labor rate starting in Contract Year 1.

The Offeror's proposed escalation rates for direct labor are to be shown in the row titled "Escalation" in the columns for proposed direct labor rates for Years 2 through 5 (Cells in exhibit are highlighted in yellow). The following annual rates of escalation are recommended by NASA Headquarters, but are not mandatory. Offerors shall provide adequate supporting rationale for proposed escalation rates proposed if different from the Government Rate of Change.

Calendar Year	Rate of Change
2015	2.8%
2016	3.0%
2017	3.2%
2018	3.0%
2019	3.0%
2020	2.9%
2021	2.9%

Escalated rates for year 2-5 shall be computed for the composite rates for each SLC (see example in cost exhibit template).

A "Source" column has been provided on the template for the Offeror to use to identify the supporting data for each labor category, which shall include the source of the wage/salary data (actual, salary survey, wage determination, collective bargaining agreement, etc.). In the "Staffing" column Offeror's must indicate whether they expect to fill positions for each labor category through hiring incumbent employees, new hires or persons currently employed by the Offeror. An example is included on the template for illustration purposes only. The example should be removed from the Offeror's submission.

Major Subcontractors must provide all data required by this exhibit in the copy submitted in the sealed envelope. For the “sanitized” version provided to the Prime, Major Subcontractors may limit the information provided to the NASA Standard Labor Category, Offeror’s Category and WYEs.

**Exhibit 7, Summary of Key Personnel Labor Rates (Required of Prime, Required of Major Subcontractor only if Key Personnel are proposed):** This exhibit identifies all key personnel with their actual hourly labor rates shown as of a current identified payroll date. For any individual not currently employed by the Offeror, show the hourly labor rate at which the individual has agreed to be hired should the Offeror be selected for contract award.

**Exhibit 8, Direct Labor Cost Summary – Contract Management (Required of Prime, Required of Major Subcontractor only if Contract Management Personnel are proposed):** This exhibit shows the direct labor cost for the contract management for each contract year with the labor rates from Exhibit 6 used to compute the cost.

It is the Offeror’s responsibility to acquire an understanding of the complexities of the work required to successfully meet AEMMS requirements. The Contract Management requirement is for the resources necessary for management and administration of the overall contract and includes all non-task order specific direct charge personnel (such as Program/Site Manager, Deputy PM, Business Manager, Clerical, etc.). Accordingly, the Offeror must propose the resources required to successfully meet these requirements.

The hours shown in the exhibit for each labor category should be productive labor hours (hours spent actually working. In the narrative portion of the Offeror’s Cost Proposal, identify the number of nonproductive hours per person per year. A nonproductive hour is an hour expended for non-work time such as vacation, holidays, sick leave, and other personal leave. State the number of hours for each of these elements. Explain how the nonproductive hours will be accumulated and charged. State the policies for treating accumulated vacation and unused sick leave hours, as well as for their treatment at contract completion. Explain policies for overtime eligibility, the amount of overtime premium, and charging of premium. This includes the application of benefits (full or partial) to be applied to the overtime premium. Also explain, if applicable, treatment, rates, and cost for shift differentials.

Major Subcontractors must provide all data required by this exhibit in the copy submitted in the sealed envelope. For the “sanitized” version provided to the Prime, Major Subcontractors may limit the information provided to the Labor Category, WYEs and Hours.

**Exhibit 9, Direct Labor Cost Summary – IDIQ (Required of Prime and Major Subcontractors):** This exhibit shows the direct labor cost for the IDIQ for each contract year with the labor rates from Exhibit 6 used to compute the cost.

Offerors shall use the Standard Labor Categories and hours provided in the Exhibit. The hours and WYEs shown in the Exhibit encompass the total of all hours and WYEs for both the Offeror and supporting Subcontractors. (Combined hours and WYEs proposed by the Offeror and its Subcontractors must equal the hours and WYEs shown in the Exhibit provided with this solicitation.)

This will provide the Government with a standard cost model to be used to compare proposals. The cost model is for evaluation purposes and the actual number of individuals needed in the various labor categories will be determined upon negotiation of individual task orders.

In the narrative portion of the Offeror’s Cost Proposal, identify the number of nonproductive hours per person per year. A nonproductive hour is an hour expended for non-work time such as vacation, holidays, sick leave, and other personal leave. State the number of hours for each of these elements. Explain how the nonproductive hours will be accumulated and charged. State the policies for treating accumulated vacation and unused sick leave hours, as well as for their treatment at contract completion. Explain policies for overtime eligibility, the amount of overtime premium, and charging of premium. This includes the application of benefits (full or partial) to be applied to the overtime premium. Also explain, if applicable, treatment, rates, and cost for shift differentials.

Major Subcontractors must provide all data required by this exhibit in the copy submitted in the sealed envelope. For the “sanitized” version provided to the Prime, Major Subcontractors may limit the information provided to the Labor Category, WYEs and Hours.

**Exhibit 10, Summary of Indirect Cost Rates (Required of Prime and Major Subcontractors):** This exhibit reflects the overhead and/or fringe benefits and G&A rates by contract year and Offeror's fiscal year. Other burden rates (e.g., material overhead, subcontracts admin.) must be shown separately. This exhibit summarizes the Offeror's fiscal year date from Exhibits 11 and 12. Identify the Offeror's fiscal year in the space provided (e.g., 12-31-09), and show the Offeror's rates for its applicable accounting periods for the various contract years. Provide explanations for deviations of the contract rate from the fiscal year rates.

Major Subcontractors must provide all data required by this exhibit in the copy submitted in the sealed envelope, however, they are not required to provide any data in the "sanitized" version provided to the Prime.

**Exhibit 11, Overhead and/or Fringe Benefits (Required of Prime and Major Subcontractors):** This template shall provide insight into the composition of the burden pool for the proposed overhead rates. A separate template for each of the proposed burden pools is to be completed. In addition, provide overhead cost history for the prior three years and forecasts for the term of the contract. The basis for forecast of overhead shall also be provided and an explanation in support of any significant changes in either expenses or base of application that exist from one year to the next.

A few cost elements are included on the templates that represent the type of cost detail into which the Government requires visibility. If these cost elements are not applicable to any proposed indirect cost pool, leave blank.

Major Subcontractors must provide all data required by this exhibit in the copy submitted in the sealed envelope, however, they are not required to provide any data in the "sanitized" version provided to the Prime.

**If the Offeror or a Major Subcontractor has negotiated Forward Pricing Rate Agreement (FPRA) in effect, it may submit a copy of the signed agreement with the Government entity in lieu of submitting Exhibit 11.**

**Exhibit 12, G&A Expense (Required of Prime and Major Subcontractors):** This template shall provide insight into the composition of the burden pool for the proposed General and Administrative (G&A) rate. Identify the estimated G&A expense and explain the method for its calculation. Provide G&A cost history including the actual expense pool and application base amounts for the prior three years. The basis for projections of G&A shall also be provided and an explanation in support of any significant changes in either expenses or base of application that exist from one year to the next.

A few cost elements are included on the templates that represent the type of cost detail into which the Government requires visibility. If these cost elements are not applicable to your proposed G&A cost pool, leave blank.

Major Subcontractors must provide all data required by this exhibit in the copy submitted in the sealed envelope, however, they are not required to provide any data in the "sanitized" version provided to the Prime.

**If the Offeror or a Major Subcontractor has negotiated Forward Pricing Rate Agreement (FPRA) in effect, it may submit a copy of the signed agreement with the Government entity in lieu of submitting Exhibit 12.**

**Exhibit 13, Minor Subcontractor Template (Required of Prime only):** The minor Subcontractor template is required of the prime only. This template is intended to provide the SEC a concise assessment of the substance of minor subcontracts. Minor subcontracts are those subcontracts that have an estimated total value of less than \$200,000.00 per year or \$1,000,000.00 for the five year inclusive effort. Two examples showing how this template is to be completed are included on this template. **Examples should be removed from the template when the Offeror's proposal is submitted.**

**Exhibit 14, Fringe Benefits Analysis of Compensation Package Template (Required of Prime and Major Subcontractors):** The Offeror must provide Fringe Benefits Analysis of Compensation Package templates for the prime and all proposed Major Subcontractors. Separate Fringe Benefits Analysis of Compensation Package templates shall be submitted for Exempt and Non-Exempt labor. For each benefit proposed which would reasonably incur cost, the Offeror shall identify the cost element in which they will be charged (e.g., direct labor cost, G&A, Overhead, or Fee). The column entitled, "Cost of Fringe Benefits" shall include the cost, not rate, associated with the fringes specified (i.e. life insurance, disability insurance, etc.) that are proposed on this contract. The next column entitled, "Percent of Direct Labor Cost" shall include the percentage of each of the related

specified fringe costs as a percent of direct labor cost. The third column shall include hourly rates based on the average cost per labor hour proposed per specified fringe benefit.

Major Subcontractors must provide all data required by this exhibit in the copy submitted in the sealed envelope, however, they are not required to provide any data in the “sanitized” version provided to the Prime.

**Exhibit 15, Personnel and Fringe Benefits Policies (Required of Prime and Major Subcontractors):** This exhibit is required of the Offeror proposed as prime and all proposed Major Subcontractors. This template provides visibility, by employee category, into personnel policies and fringe benefits, which shall be in effect at the time of contract award. Although only brief explanations are desired, sufficient information is required to allow an evaluation and estimate of all potential costs, which will arise upon award of the contract. Comments are required pertaining to all items listed below under the proper column, whether or not the policy is written. The established practice of the Offeror and applicability to this proposal shall be provided. If any item below is not applicable, so state. Items pertinent to the Offeror, which are not identified must be included if cost recovery is anticipated. In the reference column indicate the page in the Volume I Mission Suitability proposal, under Total Compensation Plan, that each item is discussed.

Major Subcontractors must provide all data required by this exhibit in the copy submitted in the sealed envelope, however, they are not required to provide any data in the “sanitized” version provided to the Prime.

**Exhibit 16, Incumbency Assumptions Template (Required of Prime and Major Subcontractors):** This exhibit is required of the Offeror proposed as prime and all proposed Major Subcontractors. This template provides visibility into any incumbency assumptions proposed by each Offeror pertaining to incumbency labor rates and incumbency seniority rights for fringe benefits purposes. The Offeror shall indicate in the space provided, the percentage of the incumbent workforce it expects to retain.

In the two sections of the template, the Offeror shall select only one option in each category.

In the area entitled, “Labor Rates,” the Offeror shall pick one of the three options: (1) Proposing to pay current incumbent labor rates, (2) Proposing to not pay current incumbent labor rates, or (3) Other. The Government understands that a non-incumbent Offeror may be able only to estimate the salary cost of current incumbents; however, the Government must evaluate the Offeror’s intentions regarding pay for these employees if retained. Provide a narrative explanation supporting the option selected. Explain how the Offeror’s proposed salary structure will attract and retain the proposed percentage of the qualified incumbent workforce.

In the area entitled, “Seniority Right,” the Offeror shall pick one of the three options: (1) Proposing to maintain seniority rights for fringe purposes, (2) Proposing to not maintain seniority rights for fringe purposes, or (3) Other. The Government understands that a non-incumbent Offeror may be able only to estimate the current incumbent’s seniority levels; however, the Government must evaluate the Offeror’s intentions regarding seniority for these employees if retained. Provide a narrative explanation supporting the option selected. Explain how the Offeror’s approach to seniority rights for fringe benefit purposes will attract and retain the proposed percentage of the incumbent workforce.

**Exhibit 17, Phase-In Template (Required of Prime only):** The Phase-In Template is required of the prime only and is designed to show the total cost plus fixed fee (include all Subcontractor Phase-In costs and fee). This template must be supported by a narrative basis of estimate (BOE). Include all skills and hours on this template and add rows if needed to account for all labor required. Use the SLCs for skill mix, if appropriate, or include the Offeror’s labor mix on the template with a brief job description in the narrative. The BOE should include a discussion of labor skill mix and significant non-labor resources (materials/supplies, equipment, other, etc.) necessary for accomplishment of Phase-In requirements. The Phase-In template is to include ALL Phase-In costs necessary for full contract implementation.

**Exhibit 18, Schedule of Subcontracts (Required of Prime only):** This exhibit summarizes the activity proposed to be subcontracted and includes all subcontracts that have an aggregate cost of \$1,000,000 or more. These Subcontractors are required to submit all applicable cost exhibits and schedules specified in this RFP. Provide subcontract costs completely broken down by cost element for evaluation. In addition, provide the following information:

- A brief description of work to be subcontracted;
- Number of quotes solicited and received;
- Type of proposed subcontract (i.e., firm-fixed price, cost-plus-fixed-fee, labor hour, etc.);
- Subcontractor selected and basis for selection; and Cost or price analysis performed by the Offeror.

#### **4. ACCOUNTING SYSTEM**

The Offeror must provide a brief description of its accounting system. Award of a cost-reimbursement type contract requires an accounting system capable of accurately collecting, segregating and recording costs by contract. If your system has previously been reviewed, and approved by the Government, provide the name and telephone number of the cognizant Government office.

#### **5. FACILITIES CAPITAL COST OF MONEY**

The amount for Facilities Capital Cost of Money must be separately identified and computed in accordance with Cost Accounting Standards (CAS) 414. To claim this cost, the amount must be calculated using Forms CASB-CMF and DD 1861. (See Section J for attachments.) NOTE: When facilities capital cost of money is included as an item of cost in the Offeror's proposal, it shall not be included in the cost base for calculating profit/fee.

#### **6. FIXED FEE**

Submit the proposed fixed fee rate to be used on the contract. The fixed fee will be established by application of the proposed fixed fee rate to the estimated cost, not the actual cost, of the task. The proposed fixed fee rate will apply to all changes under the contract.

#### **7. PROPOSAL PRIME/SUBCONTRACTOR INFORMATION SUMMARY**

All Offerors shall submit a completed TABLE 5 for the prime, each team member and all Subcontractors having a contract value of \$1 million or greater to provide information for use by NASA in the public contract award notification. Subcontractors valued at \$1 million or greater are to submit a completed TABLE 5 below for all of their Subcontractors with a value of \$1 million or greater.

It is important that all information be complete and accurate to include the identification of the 9 digit United States Postal Service (USPS) Zip Code for all prime and Subcontractors.

TABLE 5: PROPOSAL PRIME/SUBCONTRACTOR INFORMATION SUMMARY

Offerors and Subcontractors are to fill-in the italic areas in column 2 with the required information	
Prime/Subcontractor	<i>Identify name of the prime Offeror or a Subcontractor</i>
Title:	<i>The title of the effort you have contracted or the program name Subcontracted</i>
Description:	
Period of Performance:	<i>The length from start date to completion date of the contracted effort.</i>
Type of Action:	Follow-on
Contract Type:	Cost Plus Fixed Fee – CPFF
Company:	<i>The name of the Prime, Team Member or Subcontractor</i>
Address:	<i>Full USPS street address to include suite or apartment numbers</i>
Performance Location:	<i>City and State of the principal work performance location(s)</i>
USPS 9 digit Zip Code	<i>Enter the 9 digit USPS Zip Code XXXXX-XXXX for performance location. The 9-digit Zip code is a Mandatory Requirement.</i>
Estimated Price with Options	<i>\$ amount rounded to the \$1,000</i>
Subcontractors: (>1M)	<i>List all Subcontractors and their business size status for each first tier subcontract worth \$1 million or more for the total contract performance.</i>
Small Business Subcontracting Goals:	<i>Small business and small disadvantaged business subcontracting goals both in dollars and percentage of the value of the action (including all options if any)- If 'none' fill out box as "N/A"</i>

(END OF PROVISION)

**L.9 SBA OSTENSIBLE SUBCONTRACTOR RULE INFORMATION**

If the Offeror proposes using teams or Major Subcontractor(s), then the Offeror shall describe and explain its approach to teaming and subcontracting in order to comply with the Small Business Administration's (SBA) Ostensible Subcontractor Rule. Include specific details so that the Government can determine that the prime Contractor making the offer will be performing the primary and vital requirements for the contract.

The description and explanation shall include the following:

- Rationale for each of the arrangements
- Identification of points of contact
- Business size of each Major Subcontractor
- Identification of which party will be managing the contract
- Identification of which party led pursuit of the contract
- Degree of collaboration in preparing and submitting the proposal
- How management and control policies will be implemented
- How work will be controlled, reported, and reviewed
- Accessibility and flow of relevant support from internal and external sources, such as parent organizations, teaming arrangements, and Major Subcontractor(s)
- Any integration of Major Subcontractor(s) into the management and supervisory hierarchy (this may have already been covered elsewhere in the Mission Suitability proposal)
- Which party possesses the background and expertise necessary for contract performance (this may have already been covered elsewhere in the Mission Suitability proposal)
- Identification of the party that will perform the more complex and costly contract functions
- Description and amount of the work to be performed by each party (Prime Contractor and Major Subcontractor(s)), including the associated Statement of Work paragraphs, percentage of the total work to be performed by each party, and whether each party will perform discrete tasks or a commingling of personnel from each party will perform each task
- Distribution of fixed fee between prime Contractor and Major Subcontractor(s)

Note: For purposes of the Ostensible Subcontractor Rule, Major Subcontractor is defined as a company that the Offeror anticipates providing at least \$1,000,000 of contract value in the support of the Statement of Work.

The Government will perform an analysis to ensure that no apparent ostensible subcontract relationship has been proposed. The Small Business Administration (SBA) Ostensible Subcontracting Rule Information will be assessed to verify that the Offeror is eligible for award as a Small Business. If it appears that an ostensible subcontract may have been proposed, the proposal evaluation may proceed until a final determination is made by the SBA. Offerors are advised that evidence of non-compliance with this clause and FAR 52.219-14 may result in the elimination of the Offeror from award.

The Offeror is cautioned to ensure that its major subcontracting arrangement does not violate the ostensible subcontracting rules set forth by the SBA. In the event an Offeror's proposal is determined to be unacceptable based on an analysis of and an evaluation of the SBA Ostensible Subcontracting Rule Information, the matter may be referred to the Small Business Administration (SBA) for a Certificate of Competency in accordance with the procedures outlined in FAR 19.6.

(END OF PROVISION)

[END OF SECTION]



**SECTION M - EVALUATION FACTORS FOR AWARD TO OFFERORS****M.1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FAR 52.252-1) (FEB 1998)**

Provisions at the beginning of this Section are incorporated by reference, with the same force and effect as if they were given in full text. The Offeror is cautioned that the listed provisions may include blocks that must be completed by the Offeror and must be submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the Offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. The Offeror is responsible for understanding and complying with the entire provision. The full text of the provision can be located at the addresses contained in FAR 52.252-1, Solicitation Provisions Incorporated By Reference, in Section L.4 of this contract.

**I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)**

<u>PROVISION NO.</u>	<u>DATE</u>	<u>TITLE</u>
52.217-5	JUL 1990	EVALUATION OF OPTIONS

**II. NASA FAR SUPPLEMENT (48 CFR CHAPTER 18)**

<u>PROVISION NO.</u>	<u>DATE</u>	<u>TITLE</u>
None included by reference.		

(END OF PROVISION)

**M.2 EVALUATION APPROACH**

**(a) General.** The contract award will be based on the evaluation of three factors: Mission Suitability Factor (Volume I), Past Performance Factor (Volume II), and Cost Factor (Volume III).

(1) This provision is intended to explain the rationale and precise criteria by which proposals will be assessed by the evaluation team and the Source Selection Authority (SSA). Offerors are to prepare proposals with these criteria in mind (i.e., in terms of both content and organization), in order to assist the team in determining the relative merit of proposals in relation to the requirements as defined in Statement of Work.

(2) The Government may award a contract based solely on the initial offers received, without discussion of such offers. Accordingly, each Offeror shall submit its initial proposal to the Government using the most favorable terms from a cost and technical standpoint.

(3) The Government will evaluate proposals in accordance with the requirements of FAR Subpart 15.3, Source Selection, as supplemented by NFS Subpart 1815.3, Source Selection. Offerors must recognize that the initial evaluation of proposals and the determination of the competitive range, if any, will be made upon a review of the proposals only, plus some independent investigations that may be made with regard to Past Performance. Discussions will be held only if award on the basis of initial offers is determined not to be in the Government's best interest. If written or oral discussions are conducted, the Government will seek revised proposals from Offerors within the competitive range.

(4) At the conclusion of discussions (if applicable), as stipulated in FAR 15.307, a Final Proposal Revision (FPR) will be requested from all Offerors still within the competitive range. The FPR shall be submitted in the form of a contractual document (including revisions to the original proposal) that has been executed by an individual with the authority to bind the Offeror. Selection will be made in accordance with the evaluation criteria herein. Contract award may be made without subsequent discussions or negotiation.

(5) The Source Evaluation Committee (SEC) will present its findings to the Source Selection Authority (SSA). The SSA's decision shall be based on a comparative assessment of proposals against all source selection criteria in the solicitation. While the SSA may use reports and analyses prepared by others, the source selection decision shall represent the SSA's independent judgment. The Government intends to award a contract resulting from this solicitation to the responsible Offeror whose proposal represents the best value after evaluation in accordance with the criteria set forth in the solicitation.

**(b) Evaluation Factors.** There are three evaluation factors for this procurement: Mission Suitability, Past Performance, and Cost. A general definition of these factors may be found at NFS 1815.304, Evaluation factors and significant subfactors. Specific information regarding each factor is provided below:

(1) Mission Suitability Factor. The Mission Suitability factor indicates, for each Offeror, the merit or excellence of the work to be performed and the ability of the Offeror to accomplish what is offered, or the product to be delivered. The overall Mission Suitability Factor will be numerically scored, and the Mission Suitability Subfactors will be rated by adjective and numerically weighted and scored in accordance with NFS 1815.305(a)(3), Technical Evaluation, and the following table:

ADJECTIVAL RATING	DEFINITIONS	PERCENTILE RANGE
Excellent	A comprehensive and thorough proposal of exceptional merit with one or more significant strengths. No deficiency or significant weakness exists.	91-100
Very Good	A proposal having no deficiency and which demonstrates over-all competence. One or more significant strengths have been found, and strengths outbalance any weaknesses that exist.	71-90
Good	A proposal having no deficiency and which shows a reasonably sound response. There may be strengths or weaknesses, or both. As a whole, weaknesses not off-set by strengths do not significantly detract from the Offeror's response.	51-70
Fair	A proposal having no deficiency and which has one or more weaknesses. Weaknesses outbalance any strengths.	31-50
Poor	A proposal that has one or more deficiencies or significant weaknesses that demonstrate a lack of overall competence or would require a major proposal revision to correct.	0-30

Overall, the Government will evaluate the Offeror's Mission Suitability proposal based on the Offeror's ability to fulfill the technical requirements while meeting quality, schedule, and safety requirements. The compatibility between the proposed technical approach and proposed total compensation to accomplish the work will be an important consideration in the evaluation of this factor. Proposal risk will be evaluated with respect to cost and technical performance.

(2) Past Performance Factor. This Factor indicates the relevant quantitative and qualitative aspects of each Offeror's record of performing services or delivering products similar in size, content, and complexity to the requirements of the current acquisition. This factor provides an opportunity to evaluate the quality of goods and services provided by the Offeror to the agency and other organizations as either a prime or Subcontractor.

When applying the definitions below to arrive at a confidence rating, the SEC's evaluation shall clearly document each Offeror's relevant past performance (e.g., currency, size, content and complexity) to assess the Offeror's overall confidence rating assigned. The past performance evaluation is an assessment of the Government's confidence in the Offeror's ability to perform the solicitation requirements. The past performance evaluation shall be in accordance with FAR 15.305(a)(2) and NFS 1815.305(a)(2). Past Performance shall be evaluated for each Offeror using the following levels of confidence ratings:

**Definition of Ratings**

Very High Level of Confidence	The Offeror's relevant past performance is of exceptional merit and is very highly pertinent to this acquisition, indicates exemplary performance in a timely, efficient, and economical manner and very minor (if any) problems with no adverse effect on overall performance. Based on the Offeror's performance record, there is a very high level of confidence that the Offeror will successfully perform the required effort.
High Level of Confidence	The Offeror's relevant past performance is highly pertinent to this acquisition; demonstrating very effective performance that would be fully responsive to contract requirements. Offeror's past performance indicates that contract requirements were accomplished in a timely, efficient, and economical manner for the most part, with only minor problems that had little identifiable effect on overall performance. Based on the Offeror's performance record, there is a high level of confidence that the Offeror will successfully perform the required effort.
Moderate Level of Confidence	The Offeror's relevant past performance is pertinent to this acquisition, and it demonstrates effective performance. Performance was fully responsive to contract requirements; there may have been reportable problems, but with little identifiable effect on overall performance. Based on the Offeror's performance record, there is a moderate level of confidence that the Offeror will successfully perform the required effort.
Low Level of Confidence	The Offeror's relevant past performance is at least somewhat pertinent to this acquisition, and it meets or slightly exceeds minimum acceptable standards. Offeror achieved adequate results; there may have been reportable problems with identifiable, but not substantial, effects on overall performance. Based on the Offeror's performance record, there is a low level of confidence that the Offeror will successfully perform the required effort. Changes to the Offeror's existing processes may be necessary in order to achieve contract requirements.
Very Low Level of Confidence	The Offeror's relevant past performance does not meet minimum acceptable standards in one or more areas; remedial action was required in one or more areas. Performance problems occurred in one or more areas which, adversely affected overall performance. Based on the Offeror's performance record, there is a very low level of confidence that the Offeror will successfully perform the required effort.
Neutral/Unknown Confidence	In the case of an Offeror without a record of relevant past performance or for whom information on past performance is not available, the Offeror may not be evaluated favorably or unfavorably on past performance [see FAR 15.305(a) (2) (ii) and (iv)].

(3) **Cost Factor**. This factor is used to assess the cost to the Government of each Offeror's proposal if it were selected for award. Proposed costs are analyzed to determine the cost and associated risks of doing business with an Offeror based upon the Offeror's proposed approach for the proposed cost. A cost realism analysis will be performed to assess the reasonableness and realism of the proposed costs. It is not numerically scored.

**(c) Mission Suitability Factor (Volume I).**

The Government will evaluate the Offeror's Mission Suitability proposal based on the Offeror's ability to fulfill the contract management and technical requirements, while meeting quality, schedule, and safety requirements. The compatibility between the proposed technical and management approaches and the overall resources proposed to accomplish the work will be an important consideration in the evaluation of this factor. In addition, proposal risk will be evaluated with respect to cost, performance, technical approach, and management approach. Mission Suitability subfactors will be assigned adjectival ratings and be numerically weighted and scored. The overall Mission Suitability Factor will only receive a numerical score. Information submitted in Volume I of the proposal that is not relevant to the Mission Suitability factor will not be evaluated. If the SEC determines that a proposal does not adequately demonstrate the Offeror will be able to perform the work with the resources proposed, then the SEC may deem this as a mission suitability weakness as well as require an adjustment for probable cost. This integration between Mission Suitability findings and probable cost adjustments is critical to accomplishing cost realism.

The Offerors will be evaluated and scored based on the Mission Suitability subfactors set forth below. (Note: The following outline should not be construed as an indication of the order of importance or relative weighting within individual elements of the Mission Suitability subfactors as there are no discrete point values to any of the elements.)

<b>Para.</b>	<b>Subfactor Title</b>		<b>Elements</b>
A	Management Approach	1	Organizational Structure/Partnering Approach
		2	Staffing, Recruitment, Retention and Training
		3	Total Compensation Plan (TCP)
		4	Key Personnel
		5	Phase-In Plan
		6	Organizational Conflicts of Interest (OCI) Avoidance Plan
B	Technical Approach	1	Technical Understanding
		2	Sample Tasks

**A. Management Approach (Sub-factor):**

This subfactor will be used to evaluate the Offeror's management and business approaches. Under this subfactor, an evaluation will be made of the Offeror's overall management and business approach to coordinating, performing, integrating, controlling, and accomplishing the requirements of the SOW from phase-in through the life of the contract.

**1. Organizational Structure/Partnering Approach**

The Government will evaluate the thoroughness, reasonableness, effectiveness, and efficiency of the Offeror's organizational structure and partnering approach and rationale to perform the functions in the SOW, including the following:

- How the Offeror's organizational structure and partnering approach provides clear internal and external lines of authority, including a diagram of the structural connections or associations of the entities responsible for this work with any corporate or division organizations and any Subcontractors. Explanation of the relationships between the multiple organizations proposed during the effort and identification and integration of their proposed contributions to the work into each part of the proposal, as appropriate.
- Response to paragraph L.9, SBA Ostensible Subcontractor Rule Information, if a subcontractor arrangement is proposed.
- Authority and responsibility vested in site and other managers and their access to corporate or company resources to support the contract through all phases.
- Plan to be used to manage the execution of all requirements (including Contract Management and multiple IDIQ task orders) addresses changes in requirements, requirement priorities, resources, and schedules in a timely, efficient and cost effective manner.
- Services, facilities, equipment, staffing, and resources beyond that required for the on-site staff that can be obtained for performance of this solicitation requirement that are either internal or external to the corporation.

## **2. Staffing, Recruitment, Retention and Training**

The Government will evaluate the reasonableness, effectiveness, and efficiency for the Offeror's staffing, recruitment, retention, and training approach and rationale including the following:

- Approach for providing the staffing (skill mix) necessary to perform the requirements in the SOW including any staffing risks, proposed mitigations skills required for other-than-key personnel, incumbent skill retention, and the process for the assignment of personnel to tasks.
- Recruitment plans, methods, and employee retention plans, including processes for hiring and retaining uniquely qualified employees, including senior researchers and, when necessary, foreign nationals with various immigration status (H1, J1, green card, etc.).
- Plans for short notice, rapid (within 30 calendar days) recruiting of experienced and qualified personnel (other than key personnel).
- Plans for internal training, mentoring, and career development.
- Process(es) for dealing with underperforming employees.

## **3. Total Compensation Plan (TCP)**

The Government will evaluate the completeness, appropriateness and reasonableness of the Offeror's Total Compensation Plan both overall and in specific reference to the items listed below, in accordance with NFS 1852.231-71, "Determination of Compensation Reasonableness," and FAR 52.222-46, "Evaluation of Compensation for Professional Employees," including, but not limited to, the potential effectiveness of the Total Compensation Plan regarding the recruitment and retention of a quality Contractor workforce.

- The categories of personnel that are in a bona fide executive, administrative, or professional capacity as defined by FAR 22.1102 and 29 CFR 541.
- Salary ranges and fringe benefits proposed for employees – including an itemization of the benefits that require employee contributions and the amount of that contribution as a percentage of the total cost of the benefit – and how they relate to the local employment market.
- Employee compensation information regarding: vacations, severance pay, holidays, overtime and shift differentials, sick leave, California Family Leave Act, bonus plans, life insurance, medical/dental/ vision insurance, uncompensated overtime, pension contributions, employee incentives, education/ training, moving expenses, and compensatory time. Identification of benefits that require employee contributions and the amount of that contribution as a percentage of the total cost of each benefit.
- The impact proposed for continuing and/or replacing the benefits of the incumbent Contractor's employees expected to be hired (e.g., seniority, accrued sick and annual leave, compensatory time, health plans, 401K plans, etc.).

**4. Key Personnel**

The Government will evaluate the efficiency, reasonableness, appropriateness, and effectiveness of the Offeror's approach and rationale for Key Personnel proposed including the following:

- Key positions, the basis for designating them as Key, and the benefit to the Government of those designations.
- Allocation of those positions between the prime and any proposed Subcontractors.
- Position descriptions including authorities, responsibilities, assignments, experience and skills required of key personnel.
- Resumes including commitment letters of the Individuals assigned to these key positions and percentage of their time allocated to this contract.
- Procedures for replacing or adding key personnel.

**5. Phase-in Plan**

The Government will evaluate the reasonableness, effectiveness and efficiency of the Offeror's Phase-In Plan including the following:

- Approaches to ensuring continuation of operations during contract start-up, addressing issues typically encountered during the initial and ongoing transition of personnel.
- Proposed key or other personnel (by title and function), their availability, who will participate during the phase-in and rationale.
- Estimate of, and supporting rationale for, the number of Contractor employees expected to be hired.

**6. Organizational Conflict of Interest (OCI) Avoidance Plan:**

The Government will evaluate the Offeror's Organizational Conflict of Interest Avoidance Plan to determine if all safeguards are in place to maintain control, handling and non-disclosure of sensitive data in conformance with contract requirements. The Plan will be evaluated to ensure it effectively addresses all the requirements identified in Section H, paragraph H.13, Organizational Conflicts of Interest, and Limitation on Future Contracting, and Section I, paragraph I.1, NFS 1852.237-72, Access to Sensitive Information relative to the Offeror's understanding and proposed methodology for implementation of the above contract requirements.

**B. Technical Approach (Subfactor).****1. Technical Understanding**

The Government will evaluate for the technical merit, reasonableness, innovativeness, efficiency, and effectiveness of how well the Offeror demonstrates its technical understanding of the requirements of Section 4.2 of the SOW as well as, their interrelationships. The Government will evaluate the technical approach and rationale including the following:

- Approach to how the work will be accomplished to ensure all requirements are met.
- Identification of risk areas and the Offeror's proposed approaches to mitigating those risks.
- Approach to assuring technical quality, and identifying and correcting technical performance issues.

**Sample Task A**

The Government will evaluate the Offeror's task plan for its reasonableness, innovativeness and technical merit.

**Sample Task B**

The Government will evaluate the Offeror's task plan for its reasonableness, innovativeness and technical merit.

**(d) Past Performance Factor (Volume II).**

By acquiring and reviewing information from a variety of sources, the Government will evaluate each Offeror's suitability to fulfill the requirements of this contract. The Government will evaluate the currency and relevance of the information, source of the information, context of the data, and general trends in performance of the Offeror and Major Subcontractors, predecessor companies, key personnel who have relevant experience, Subcontractors or an organization that will substantially contribute to the proposed contract, or have the potential to significantly impact performance of the proposed contract. Specifically, the Government will evaluate information on past and current performance regarding the relevant areas below.

**A. Information Provided by Offerors and Major Subcontractors**

The Government will review recent and active contracts (as defined in Section L.8 (b)), to determine the relevancy of the experience to the work anticipated to be performed under this proposed contract. The past performance of the Offeror and Major Subcontractors will be thoroughly evaluated in the following areas: Relevant Technical Performance and Contract Management. The Government will also evaluate other information submitted by the Offeror and Major Subcontractors as well as information from other sources as described in Section L.

**1. Relevant Technical Performance.** The Government will review recent and active contracts to determine the relevancy of the experience to the work anticipated to be performed under this proposed contract. Also, the Government will review relevant recent and active contracts and assess the quality of the technical work performed under those contracts. The Government will consider the currency and relevance of the information, source of the information, context of the data, and general trends in performance of the Offeror and Major Subcontractors. The Government will also consider the Offeror's rationale for determining that particular previous work is relevant to this RFP. In evaluating technical performance, consideration will be given to the following:

- Compliance with technical and schedule requirements including an explanation of any schedule slips.
- Flexibility and effectiveness in dealing with changes to technical requirements.
- Problems encountered and their resolution.
- Quality, accuracy, and completeness of technical products.

**2. Contract Management.** The Government will evaluate the Offeror's and Major Subcontractors' recent and current performance in the area of contract management. The Government will consider the currency and relevance of the information, source of the information, context of the data, and general trends in performance of the Offeror and Major Subcontractors. In evaluating contract management, consideration will be given to the following:

- Management of multiple, concurrent, and complex tasks.
- Record of recruiting, developing, and retaining a workforce with the appropriate skills for contract performance.
- Ability to fill Key Personnel vacancies in a timely manner.

- Management of the phase-in period to ensure efficient continuation of operations during contract turn-over.
- Management of technology transfer including export control, Government sensitive and third party proprietary data issues.
- Management of performance problems and their resolutions.
- Ability to assess and re-assign staff.

The Government reserves the right to evaluate past performance information from Subcontractors other than Major Subcontractors that may be deemed critical by the Government, and from organizations that will substantially contribute to the proposed contract, or have the potential to significantly impact performance of the proposed contract.

Past performance may be evaluated based on information obtained through the Past Performance Information Retrieval System (PPIRS) or similar systems of other Government departments and agencies, questionnaires tailored to the circumstances of this acquisition, Defense Contract Management Agency (DCMA) channels, interviews with program managers and contracting officers, and other sources known to the Government, including commercial sources.

If an Offeror does not have any relevant past performance history as determined herein, it will not be evaluated favorably or unfavorably and will be given a neutral level of assessment.

**(e) Cost Factor (Volume III)**

(1) The cost evaluation will be conducted in accordance with FAR 15.305(a)(1) and NFS 1815.305(a)(1)(B).

(2) Offerors should refer to FAR 2.101(b) for a definition of “cost realism” and to FAR 15.404-1(d) for a discussion of “cost realism analysis” and “probable cost”. The terms “proposed and probable cost” are exclusive of fee. Any proposed fee is not adjusted in the probable cost assessment.

(3) The Government will determine the Probable Cost of each Offeror's overall proposed cost by evaluating the realism of the proposed costs to ensure the Offeror understands the magnitude and complexity of the effort. This will include an evaluation of the extent to which proposed costs indicate a clear understanding of the SOW requirements, and reflect a sound approach to satisfying those requirements. Cost information supporting a cost judged to be unrealistic and the technical/ management risk associated with the proposal will be quantified by the Government evaluators and included in the assessment for each Offeror. Offerors' proposed fixed fee dollars will be used in computing probable cost.

(4) The overall cost for selection purposes will be the sum of the cost proposed for the Contract Management (CLINs 01A, 02A, 03A, and 04A) and IDIQ (CLINs 01B, 02B, 03B, and 04B). Phase-In (CLIN 01) will not be included in the evaluated total cost for selection purposes, but it will be evaluated for reasonableness and realism.

If the SEC determines that a proposal does not adequately demonstrate that the Offeror will be able to perform the work, including the appropriateness of the Offeror's proposed resources, the SEC may determine this to be a Mission Suitability weakness, adversely affecting the Offeror's Mission Suitability scores as well as require an adjustment for probable cost. A lack of resource realism (and, in the case of Phase-In costs, a lack of reasonableness) may generate a Mission Suitability weakness and adversely affect the Offeror's Mission Suitability score.

Evaluation of options shall not obligate the Government to exercise such options.

(END OF PROVISION)



**M.3 WEIGHTING AND SCORING**

(a) The essential objective of this procurement process is to identify and select the Contractor best able to successfully meet the Government's needs in the manner most advantageous to the Government, all factors considered. The evaluation factors are described in M.2, Evaluation Approach.

(b) Mission Suitability subfactors will be assigned adjectival ratings and numerical scores in accordance with the numerical system established herein. The overall Mission Suitability Factor will only receive a numerical score. The other factors (i.e., Past Performance and Cost) are not similarly weighted or scored. Past Performance is assigned a level of confidence rating. Cost will be evaluated for realism and a probable cost adjustment will be made, if appropriate. Cost will also be evaluated for its impact on Mission Suitability. The Source Selection Authority's (SSA) decision shall be based on a comparative assessment of proposals pursuant to source selection criteria prescribed in this solicitation. While the SSA may use reports and analyses prepared by others, the source selection decision shall represent the SSA's independent judgment.

(c) Of the evaluation factors identified above, Mission Suitability is moderately more important than Past Performance, and Past Performance is moderately more important than Cost. Mission Suitability and Past Performance when combined are significantly more important than Cost.

Offerors should note that items within any factor, if found to be unsatisfactory, may be the basis for rejection of an Offer.

(d) The numerical weights assigned to the Mission Suitability subfactors are indicative of the relative importance of those evaluation areas. The Mission Suitability subfactors to be evaluated are weighted for purposes of assigning numerical scores as follows:

<b>MISSION SUITABILITY</b>	
<b>Subfactors</b>	<b>Assigned Weight</b>
<b>A. <u>Management Approach</u></b> Organizational Structure/Partnering Approach/Management Staffing, Recruitment, Retention and Training Total Compensation Plan (TCP) Key Personnel Phase-In Plan Organizational Conflicts of Interest (OCI) Avoidance Plan Safety and Health Plan	550
<b>B. <u>Technical Approach</u></b> Technical Understanding Sample Tasks	450
<b>TOTAL</b>	1000

(END OF PROVISION)

[END OF SECTION]